

EXHIBIT A

**AUTHORIZATION OF REPRESENTATION DUES
CHECK-OFF AND MEMBERSHIP OBLIGATION**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 87
240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

D-B/E# _____ ST _____ B# _____ \$ _____

Please Print

Name _____ Sex _____

Social Security No. _____ Date of Birth _____

Address _____

City _____ Zip _____ Phone _____

Employer _____

Position _____

Job Location/Bldg. _____

Hourly wage _____ Hire Date _____ Full Time _____ Part Time _____

I hereby request membership in Local 87 of the Service Employees International Union, AFL-CIO, and accept all of the rights, responsibilities, and benefits of Union Membership. I also designated Local 87 to be my sole bargaining agent in all matters pertaining to wages, hours, and any other conditions of employment. I have been informed and I understand that the obligation of membership may be fulfilled by remitting my proportional share of regular dues and fees imposed by the Local Union and the Secretary-Treasurer of SEIU Local 87. I voluntarily desire to sign this form and to have it take effect immediately:

Signature _____ Date _____

PAYROLL DEDUCTION AUTHORIZATIONSERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 87
240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

I, the undersigned employee of _____, do authorize and direct the company to deduct from my wages each and every month the dues and fees which I am responsible to pay to Local 87, which are required to maintain me as a member of Local 87, in good standing and in accordance with the Constitution and By-Laws of Local 87. This amount, deducted each month, shall be forwarded to Local 87. I understand that my obligation of membership may be met by my tendering the proportional share of the regular dues and fees determined by the Secretary-Treasurer which are necessary as a condition of my membership in Local 87. I further agree that this payroll deduction authorization is effective retroactive to the thirty-first (31st) day after the commencement my employ with my employer.

From time to time, the Financial Secretary of the Local Union will notify the employer as to the amount of the Local Union's dues and fees and the employer will adjust that amount accordingly.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date or to the termination date of the current collective bargaining agreement between the employer and the Local Union whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for annual periods beyond the irrevocable period set forth above and any subsequent yearly period shall be similarly irrevocable unless revoked by me within 15 days before any irrevocable period hereof. Such revocation shall be effected by written notice to the employer and to the Union served within such 15 day period.

Signature _____ Date _____

Address _____ Classification _____

Please mail within thirty (30) days from the date of hire to:

SEIU LOCAL 87 • 240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

**AUTORIZACIÓN DE REPRESENTACIÓN
DEDUCCIÓN DE CUOTAS Y OBLIGACIÓN DE MEMBRESÍA**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 87
240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

D-B/E# _____ ST _____ B# _____ \$ _____

Escribe claro

Nombre del Apicante Claudia E. Ramirez de Portillo Sexo F

No. del Seguro Social 851-42-2140 Fecha de Nacimiento 09/26/25

Dirección de su Casa 95 Ward Ct.

Ciudad Daly City Zona Postal 94015 Teléfono (650) 235-6078

Fecha de Empleo 12-2-16 Compañía Metros Ocupación Janitor

Locación de Trabajo & No. _____ # _____

Salario por Hora \$ 14.11 Tiempo Completo ☒ Parte de Tiempo _____

Yo, por medio de la presente, solicito membresía en el Local 87, Sindicato Internacional de Empleados de Servicio, AFL-CIO, y acepto todos los derechos, responsabilidades y beneficios de la membresía sindical. Además, designo al Local 87 como mi único agente de convenio en todo asunto pertinente a salarios, horas y cualquier otra condición de empleo. Se me ha informado y comprendo que la obligación de membresía puede ser cumplida remitiendo mi parte proporcional de cuotas regulares y cuota de ingreso impuestas por el Sindicato Local y el Secretario Tesorero de SEIU Local 87.

Yo, voluntariamente deseo firmar esta forma y quiero que tome efecto inmediatamente.

Firma Claudia E. Ramirez de Portillo Fecha 12/2/16

AUTORIZACIÓN PARA DEDUCCIONES DE MI NÓMINA DE SALARIOSSERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 87
240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

Yo, el abajo firmante empleado del empleador _____, autorizo y dirijo a la compañía el deducir de mi salario cada y todo mes las cuotas y cuota de ingreso, las cuales soy responsable de pagar al Local 87, y las cuales son requeridas para mantenerme como miembro en buen estado del local 87 de acuerdo con la Constitución y Estatutos del Local 87. Esta cantidad deducida cada mes, será enviada al Local 87. Yo comprendo que mi obligación de membresía será cumplida al pagar mi parte proporcional de cuotas regulares y cuota de ingreso determinadas por el Secretario Tesorero, las cuales son necesarias como condición de mi membresía en el Local 87.

Además, estoy de acuerdo que esta autorización de la nómina de salarios es efectiva retroactivo al treinta y un día (31) después del comienzo de mi empleo con el empleador.

De tiempo en tiempo, el Secretario Financiero del Sindicato Local informará al empleador tocante la cantidad de cuotas y cuota de ingreso del Sindicato Local y el empleador en conformidad ajustará las cuotas.

Yo someto esta autorización y asignamiento con el entendimiento que será efectivo e irrevocable por el periodo de un año desde esta fecha, o hasta la fecha de terminación del presente acuerdo colectivo de convenio entre el empleador y el Sindicato Local cualquiera que ocurra primeramente.

Esta autorización y asignamiento continuará en total vigor y efecto por periodos anuales más allá del periodo irrevocable, a menos que sea revocado por mí dentro de 15 días antes de cualquier periodo irrevocable de esto. Dicha revocación será efectiva al servir un aviso por escrito hacia el empleador y hacia el Sindicato dentro de dicho periodo de 15 días.

Firma Claudia E. Ramirez de Portillo Fecha 12/2/16

Dirección _____ Clasificación _____

Envíe dentro de treinta (30) días de la fecha de empleo al:

SEIU LOCAL 87 • 240 GOLDEN GATE AVE. • SAN FRANCISCO, CA 94102 • (415) 885-0087

Ramirez De Portillo, Claudia E
E35 EE 2439

EXHIBIT B

#2439 - Claudia E Ramirez De Portillo - 2140		Check 406788		Pay Date: 12/28/2016	
North/87/NORTH-SFO/DEL:100 Cali/MSFTEM		Pay Period: 12/08/2016-12/21/2016			

Earnings				
	Rate	Hours	Current	YTD
REPL RE	14.11	18.75	264.56	793.69
REPL RE	14.11	15.00	211.65	
Gross Pay			476.21	793.69

Deductions				
			Current	YTD
Union - 87				43.70

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	476.21	793.69	7.81	7.81
FICA	476.21	793.69	29.53	49.21
MEDI	476.21	793.69	6.91	11.51
SIT:CA	476.21	793.69		
SDI:CA	476.21	793.69	4.29	7.15
Total			48.54	75.68

Net Pay		427.67	674.31
Check		427.67	674.31

Company Paid Benefits			
		Current	YTD
FUTA		2.86	4.76
FICA		29.53	49.21
MEDI		6.91	11.51
SUTA_SC:CA		0.48	0.80
SUTA:CA		17.14	28.57
Total		56.92	94.85

Information & Announcements

Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.

El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Check Date: 12/28/2016	
Check #: 406788	

Pay To The Order Of: Claudia E Ramirez De Portillo	Amount: Four Hundred Twenty Seven Dollars and 67/100 Cents	\$ 427.67
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Claudia E Ramirez De Portillo 95 Ward Ct #10 Daly City, CA 94015		_____ Authorized Signature
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⑈406788⑈

North/87/NORTH-SFO/DEL:100 Cali/MSFTEM 2439 12/28/2016 406788

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140				Voucher #(40809)		Pay Date: 12/22/2017	
North/87/NORTH-SFO/DEL:100 Cali/MSFTEM				Pay Period: 12/01/2017-12/15/2017			

Earnings				
	Rate	Hours	Current	YTD
BIRTH				112.50
HOL				796.09
Overtime				3.60
REPL OT				42.55
REPL RE				14,595.45
Regular	15.00	75.00	1,125.00	10,624.37
SICK				225.00
TAG OT				208.05
TAG REG				197.54
Gross Pay			1,125.00	26,805.15

Deductions			
	Goal	Current	YTD
Union - 87			524.40
Union 87 Init F	300.00		300.00
Total		0.00	824.40

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,125.00	26,805.15	76.46	1,867.81
FICA	1,125.00	26,805.15	69.75	1,661.92
MEDI	1,125.00	26,805.15	16.31	388.67
SIT:CA	1,125.00	26,805.15	13.62	323.54
SDI:CA	1,125.00	26,805.15	10.13	241.25
Total			186.27	4,483.19

Net Pay		938.73	21,497.56
Check		0.00	8,045.66
Checking (8771)		938.73	13,451.90

Company Paid Benefits			
	Current	YTD	
FUTA			41.99
FICA	69.75	1,661.92	
MEDI	16.31	388.69	
SUTA_SC:CA		7.00	
SUTA:CA		203.01	
Total	86.06	2,302.61	

Accruals	
	Bal.
Sick	Hrs: 40.46
Vacation	Hrs: 69.33

Information & Announcements	
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.	
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.	

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	12/22/2017
Voucher #:	(40809)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX8771	121042882	938.73

North/87/NORTH-SFO/DEL:100 Cali/MSFTEM 2439 12/22/2017 (40809)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Non-Negotiable - This Is Not A Check

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/MSFTEM 2439 12/22/2017 (40809)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher # (77782)		Pay Date: 08/07/2018	
North/87/NORTH-SFO/DEL:100 Cali/MSFTEM		Pay Period: 07/16/2018-07/31/2018			

Earnings				
	Rate	Hours	Current	YTD
HOL			842.25	
Overtim			10.21	
REPL RE			1,237.87	
RETRO E			47.54	
RETRO H			112.50	
Regular	16.60	90.00	1,494.00	17,153.59
SICK			747.00	
TAG OT			290.85	
Gross Pay			1,494.00	20,441.81

Deductions			
		Current	YTD
Union - 87		45.80	364.30

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,494.00	20,441.81	105.66	1,399.19
FICA	1,494.00	20,441.81	92.63	1,267.39
MEDI	1,494.00	20,441.81	21.67	296.41
SIT:CA	1,494.00	20,441.81	21.45	278.71
SDI:CA	1,494.00	20,441.81	14.94	204.42
Total			256.35	3,446.12

Net Pay			
		Current	YTD
Checking (1287)		1,191.85	3,235.97
Checking (8771)		0.00	13,395.42

Company Paid Benefits			
		Current	YTD
FUTA			42.00
FICA		92.63	1,267.39
MEDI		21.67	296.41
SUTA_SC:CA			7.01
SUTA:CA			182.00
Total		114.30	1,794.81

Accruals	
	Bal.
Sick	Hrs: 31.11
Vacation	Hrs: 113.88

Information & Announcements	
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.	
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.	

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	08/07/2018
Voucher #:	(77782)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,191.85

North/87/NORTH-SFO/DEL:100 Cali/MSFTEM 2439 08/07/2018 (77782)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

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Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/MSFTEM 2439 08/07/2018 (77782)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(105548)		Pay Date: 01/22/2019	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 01/01/2019-01/15/2019			

Earnings				
	Rate	Hours	Current	YTD
BIRTH				126.83
HOL	16.91	7.50	126.83	253.66
Regular	16.91	75.00	1,268.25	2,350.49
Retro HO	16.91	3.50	59.19	59.19
Gross Pay			1,454.27	2,790.17

Deductions				
			Current	YTD
Union - 87				45.80

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,454.27	2,790.17	99.35	184.49
FICA	1,454.27	2,790.17	90.16	172.99
MEDI	1,454.27	2,790.17	21.09	40.46
SIT:CA	1,454.27	2,790.17	19.83	37.80
SDI:CA	1,454.27	2,790.17	14.54	27.90
Total			244.97	463.64

Net Pay		1,209.30	2,280.73
Checking (1287)		1,209.30	2,280.73

Company Paid Benefits		
	Current	YTD
FUTA	8.73	16.75
FICA	90.16	172.99
MEDI	21.09	40.46
SUTA_SC:CA	1.45	2.79
--More--		

Company Paid Benefits - Continued		
	Current	YTD
SUTA:CA	37.81	72.54
Total	159.24	305.53

Accruals	
	Bal.
Sick	Hrs: 35.73
Vacation	Hrs: 147.78

Information & Announcements	
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.	
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.	

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	01/22/2019
Voucher #:	(105548)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,209.30

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 01/22/2019 (105548)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

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Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 01/22/2019 (105548)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(137844)		Pay Date: 07/22/2019	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 07/01/2019-07/16/2019			

Earnings				
	Rate	Hours	Current	YTD
BIRTH				126.83
Bonus				31.95
HOL	19.10	7.50	143.25	826.66
Overtim				40.11
RETRO E				114.69
RETRO H				71.63
Regular	19.10	75.00	1,432.50	18,936.94
Retro HO				59.19
SICK				1,069.60
Gross Pay			1,575.75	21,277.60

Deductions				
			Current	YTD
Union - 87				333.20

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,575.75	21,277.60	113.92	1,500.98
FICA	1,575.75	21,277.60	97.70	1,319.21
MEDI	1,575.75	21,277.60	22.85	308.53
SIT:CA	1,575.75	21,277.60	22.80	302.12
SDI:CA	1,575.75	21,277.60	15.76	212.78
Total			273.03	3,643.62
Net Pay			1,302.72	17,300.78
Checking (1287)			1,302.72	17,300.78

Company Paid Benefits		
	Current	YTD
FUTA		42.01
FICA	97.70	1,319.21
MEDI	22.85	308.53
SUTA_SC:CA		6.99
SUTA:CA		182.00
Total	120.55	1,858.74

Accruals		
		Bal.
Sick		Hrs: 7.48
Vacation		Hrs: 182.47

Information & Announcements	
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.	
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.	

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	07/22/2019
Voucher #:	(137844)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,302.72

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 07/22/2019 (137844)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

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Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 07/22/2019 (137844)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(146446)		Pay Date: 08/07/2019	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 07/16/2019-07/31/2019			

Earnings				
	Rate	Hours	Current	YTD
BIRTH				126.83
Bonus				31.95
HOL				826.66
Overtim				40.11
RETRO E			10.27	124.96
RETRO H				71.63
Regular	21.30	88.75	1,890.38	20,827.32
Retro HO				59.19
SICK				1,069.60
Gross Pay			1,900.65	23,178.25

Deductions			
	Current	YTD	
Union - 87	50.00	383.20	

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,900.65	23,178.25	152.91	1,653.89
FICA	1,900.65	23,178.25	117.84	1,437.05
MEDI	1,900.65	23,178.25	27.55	336.08
SIT:CA	1,900.65	23,178.25	30.59	332.71
SDI:CA	1,900.65	23,178.25	19.00	231.78
Total			347.89	3,991.51
Net Pay			1,502.76	18,803.54
Checking (1287)			1,502.76	18,803.54

Company Paid Benefits		
	Current	YTD
FUTA		42.01
FICA	117.84	1,437.05
MEDI	27.55	336.08
SUTA_SC:CA		6.99
SUTA:CA		182.00
Total	145.39	2,004.13

Accruals	
	Bal.
Sick	Hrs: 10.02
Vacation	Hrs: 185.64

Information & Announcements
<p>Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.</p> <p>El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.</p>

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	08/07/2019
Voucher #:	(146446)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,502.76

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 08/07/2019 (146446)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Non-Negotiable - This Is Not A Check

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 08/07/2019 (146446)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140				Voucher #(175502)		Pay Date: 11/22/2019	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS				Pay Period: 11/01/2019-11/15/2019			

Earnings				
	Rate	Hours	Current	YTD
BIRTH				126.83
Bonus				31.95
HOL				990.16
Overtime				40.11
RETRO E				124.96
RETRO H				71.63
Regular	21.80	75.00	1,635.00	32,435.82
Retro HO				59.19
SICK	21.80	5.08	110.74	1,709.86
Gross Pay			1,745.74	35,590.51

Deductions				
			Current	YTD
Union - 87				533.20

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,745.74	35,590.51	134.32	2,617.18
FICA	1,745.74	35,590.51	108.23	2,206.61
MEDI	1,745.74	35,590.51	25.31	516.06
SIT:CA	1,745.74	35,590.51	26.54	524.70
SDI:CA	1,745.74	35,590.51	17.46	355.91
Total			311.86	6,220.46

Net Pay			1,433.88	28,836.85
	Checking (1287)		1,433.88	28,836.85

Company Paid Benefits			
		Current	YTD
FUTA			42.01
FICA		108.23	2,206.61
MEDI		25.31	516.06
SUTA_SC:CA			6.99
SUTA:CA			182.00
Total		133.54	2,953.67

Accruals	
	Bal.
Sick	Hrs: 2.77
Vacation	Hrs: 206.94

Information & Announcements	
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.	
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.	

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	11/22/2019
Voucher #:	(175502)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,433.88

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 11/22/2019 (175502)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Non-Negotiable - This Is Not A Check

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 11/22/2019 (175502)

Claudia E Ramirez De Portillo
 95 Ward Ct #10
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(273982)		Pay Date: 05/21/2021	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 05/01/2021-05/15/2021			

Earnings				
	Rate	Hours	Current	YTD
HOL				663.00
Mod Dut	22.10	40.00	884.00	4,862.00
Regular				5,309.53
SICK	22.10	1.23	27.18	554.27
Gross Pay			911.18	11,388.80

Deductions				
			Current	YTD
Union - 87				250.00

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	911.18	11,388.80	40.28	631.54
FICA	911.18	11,388.80	56.50	706.11
MEDI	911.18	11,388.80	13.21	165.14
SIT:CA	911.18	11,388.80	7.91	126.75
SDI:CA	911.18	11,388.80	10.93	136.66
Total			128.83	1,766.20

Net Pay			
		Current	YTD
		782.35	9,372.60
Checking (1287)		782.35	9,372.60

Company Paid Benefits			
		Current	YTD
FUTA			41.99
FICA		56.50	706.11
MEDI		13.21	165.14
SUTA_SC:CA			7.00
--More--			

Company Paid Benefits - Continued			
		Current	YTD
SUTA:CA			182.00
Total		69.71	1,102.24

Accruals			
		Current	YTD
COVID SICK-CA21			Hrs: 75.00
COVID SICK-CA21- VARIABLE-			Hrs: 0.00
Sick			Hrs: 0.00
Vacation			Hrs: 107.52

Information & Announcements			
Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.			
El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.			

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date: 05/21/2021

Voucher #: (273982)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	782.35

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 05/21/2021 (273982)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

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Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 05/21/2021 (273982)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(278071)		Pay Date: 06/07/2021	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 05/16/2021-05/31/2021			

Earnings				
	Rate	Hours	Current	YTD
HOL	22.40	7.50	168.00	831.00
Mod Dut	22.40	45.00	1,008.00	5,870.00
Regular				5,309.53
SICK				554.27
Gross Pay			1,176.00	12,564.80

Deductions				
			Current	YTD
Union - 87			50.00	300.00

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,176.00	12,564.80	66.77	698.31
FICA	1,176.00	12,564.80	72.91	779.02
MEDI	1,176.00	12,564.80	17.05	182.19
SIT:CA	1,176.00	12,564.80	13.47	140.22
SDI:CA	1,176.00	12,564.80	14.11	150.77
Total			184.31	1,950.51
Net Pay			941.69	10,314.29
Checking (1287)			941.69	10,314.29

Company Paid Benefits				
			Current	YTD
FUTA				41.99
FICA			72.91	779.02
MEDI			17.05	182.19
SUTA_SC:CA				7.00
--More--				

Company Paid Benefits - Continued				
			Current	YTD
SUTA:CA				182.00
Total			89.96	1,192.20

Accruals				
			Current	YTD
COVID SICK-CA21				Hrs: 75.00
COVID SICK-CA21- VARIABLE-				Hrs: 0.00
Sick				Hrs: 0.00
Vacation				Hrs: 109.82

Information & Announcements				
<p>Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.</p> <p>El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.</p> <p>Según el Acuerdo Colectivo Negociado con el Local 87, ha habido un aumento salarial que se refleja en sus cheques. Su pago retroactivo a partir de el 1 de Enero de 2021 será emitido en un cheque separado o deposito directo al finales de este mes.- Metro Due to the ratified CBA with Local 87 there has been a wage increase which is reflected in your checks. Your retro pay from 1/1/2021 will be issued in a separate check/deposit later this month. - Metro</p>				

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	06/07/2021
Voucher #:	(278071)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	941.69

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 06/07/2021 (278071)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

Non-Negotiable - This Is Not A Check

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 06/07/2021 (278071)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Check(384590)		Pay Date: 02/07/2023	
North/87/NORTH-SFO/DEL:120 Bush/M1SANS		Pay Period: 01/16/2023-01/31/2023			

Earnings				
	Rate	Hours	Current	YTD
Regular	24.15	0.50	12.08	12.08
Gross Pay			12.08	12.08
Hours Worked		0.50		
Hours Paid		0.50		

Deductions				
		Current	YTD	
Union - 87		11.04	11.04	

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	12.08	12.08		
FICA	12.08	12.08	0.75	0.75
MEDI	12.08	12.08	0.18	0.18
SIT:CA	12.08	12.08		
SDI:CA	12.08	12.08	0.11	0.11
Total			1.04	1.04
Net Pay			0.00	0.00

Company Paid Benefits				
		Current	YTD	
FUTA		0.07	0.07	
FICA		0.75	0.75	
MEDI		0.18	0.18	
SUTA_SC:CA		0.01	0.01	
SUTA:CA		0.35	0.35	
Total		1.36	1.36	

Accruals		Bal.
COVID SICK-CA22 - Bank 1		Hrs: 0.00
COVID SICK-CA22 - Bank 2		Hrs: 0.00
Sick		Hrs: 3.86
Vacation		Hrs: 126.15

Information & Announcements
<p>Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.</p> <p>El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.</p> <p>Year to date hours used/paid for CA Covid Sick 2022 are listed as a negative.</p> <p>Las horas del año hasta la fecha de CA Covid Sick 2022 usadas/pagadas se enumeran como negativas.</p>

1 For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste -329, Danville, CA 94506
 EIN: 20-8446906

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste -329
 Danville, CA 94506

CITY NATIONAL BANK
 Check Date: 02/07/2023

16-1606
 220
 Check #: (384590)

VOID AFTER 180 DAYS

Pay To The Order Of Claudia E Ramirez De Portillo

Amount: Zero Dollars and Zero Cents

\$ 0.00

North/87/NORTH-SFO/DEL:120 Bush/M1SANS 2439 02/07/2023 (384590)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

[Signature]

Authorized Signature

⑈384590⑈ ⑆122016066⑆ 011359051⑈

Metro Services Group
 9000 Crow Canyon Road
 Ste -329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:120 Bush/M1SANS 2439 02/07/2023 (384590)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(334568)		Pay Date: 04/07/2022	
North/87/NORTH-SFO/DEL:100 Cali/M1SANS		Pay Period: 03/16/2022-03/31/2022			

Earnings				
	Rate	Hours	Current	YTD
Regular	23.25	72.25	1,679.81	2,237.81
Gross Pay			1,679.81	2,237.81

Deductions			
		Current	YTD
Union - 87		50.00	50.00

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,679.81	2,237.81	119.45	121.08
FICA	1,679.81	2,237.81	104.14	138.74
MEDI	1,679.81	2,237.81	24.36	32.45
SIT:CA	1,679.81	2,237.81	24.01	24.01
SDI:CA	1,679.81	2,237.81	18.48	24.62
Total			290.44	340.90

Net Pay			
		Current	YTD
Net Pay		1,339.37	1,846.91
Checking (1287)		1,339.37	1,846.91

Company Paid Benefits			
		Current	YTD
FUTA		10.08	13.43
FICA		104.14	138.74
MEDI		24.36	32.45
SUTA_SC:CA		1.68	2.24
SUTA:CA		43.68	58.19
Total		183.94	245.05

Accruals

COVID SICK-CA22 - Bank 1	Hrs: 0.00
COVID SICK-CA22 - Bank 2	Hrs: 0.00
Sick	Hrs: 3.66
Vacation	Hrs: 125.77

Information & Announcements

Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.

El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.

Year to date hours used/paid for CA Covid Sick 2022 are listed as a negative.

Las horas del año hasta la fecha de CA Covid Sick 2022 usadas/pagadas se enumeran como negativas.

¹ For information purposes only. No effect on your net pay.

Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	04/07/2022
Voucher #:	(334568)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,339.37

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 04/07/2022 (334568)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

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Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:100 Cali/M1SANS 2439 04/07/2022 (334568)

Claudia E Ramirez De Portillo
 411 87th St
 Apt #3
 Daly City, CA 94015

Personal & Confidential

#2439 - Claudia E Ramirez De Portillo - 2140		Voucher #(494478)		Pay Date: 03/21/2025	
North/87/NORTH-SFO/DEL:120 Bush/M1SANS		Pay Period: 03/01/2025-03/15/2025			

Earnings				
	Rate	Hours	Current	YTD
HOL				959.95
Regular	26.30	75.00	1,972.50	10,480.55
SICK				526.00
Gross Pay			1,972.50	11,966.50
Hours Worked		75.00		
Hours Paid		75.00		

Deductions		
	Current	YTD
Union - 87		150.00

Taxes Withheld				
	Taxable	Taxable YTD	Current	YTD
FIT	1,972.50	11,966.50	151.76	826.69
FICA	1,972.50	11,966.50	122.29	741.92
MEDI	1,972.50	11,966.50	28.60	173.51
SIT:CA	1,972.50	11,966.50	28.46	173.87
SDI:CA	1,972.50	11,966.50	23.67	143.60
Total			354.78	2,059.59

Net Pay		
	Current	YTD
Net Pay	1,617.72	9,756.91
Checking (1287)	1,617.72	9,756.91

Company Paid Benefits		
	Current	YTD
FUTA		42.00
FICA	122.29	741.92
MEDI	28.60	173.51
--More--		

Company Paid Benefits - Continued		
	Current	YTD
SUTA_SC:CA		7.00
SUTA:CA		181.99
Total	150.89	1,146.42

Accruals	
	Bal.
Sick	Hrs: 5.00
Vacation	Hrs: 166.05

Information & Announcements	
<p>Failure to follow clock in and clock out procedures will result in disciplinary action and may delay proper payment of hours worked.</p> <p>El incumplimiento de los procedimientos de entrada y salida del reloj resultará en una acción disciplinaria y puede retrasar el pago apropiado de las horas trabajadas.</p>	

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Metro Services Group 9000 Crow Canyon Road, Ste S-329, Danville, CA 94506
 EIN: 20-8446906

1 of 1

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

Pay Date:	03/21/2025
Voucher #:	(494478)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Claudia E Ramirez De Portillo	1	Checking	XXXXXX1287	121042882	1,617.72

North/87/NORTH-SFO/DEL:120 Bush/M1SANS 2439 03/21/2025 (494478)

Claudia E Ramirez De Portillo
 987 Kenmore Lane
 Santa Rosa, CA 95407

Non-Negotiable - This Is Not A Check

Metro Services Group
 9000 Crow Canyon Road
 Ste S-329
 Danville, CA 94506

North/87/NORTH-SFO/DEL:120 Bush/M1SANS 2439 03/21/2025 (494478)

Claudia E Ramirez De Portillo
 987 Kenmore Lane
 Santa Rosa, CA 95407

Personal & Confidential

EXHIBIT C

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

("Employer")

AND

**SEIU LOCAL #87,
SERVICE EMPLOYEES INTERNATIONAL UNION**

("Union")

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This agreement is made and entered into this 1st day of **August, 2016** by and between the San Francisco Maintenance Contractors Association, designated as the "Employer", and SEIU Local 87, Service Employees International Union, hereinafter designated as the "Union". It is understood that "Employer" as used below includes individual employers where appropriate.

SECTION I RECOGNITION

- 1.1 The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

SECTION 2 NO DISCRIMINATION

- 2.1 No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- 2.2 Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

- 3.1 The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement. Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.

3.2

Upon receipt of employee's written authorization, the employer will deduct from employee wages the union's membership initiation fee as follows: (a) one-half of the initiation fee will be deducted from the employee's first paycheck received after completing 30 days of employment; and (b) one-half of the initiation fee will be deducted from the employee's next paycheck. The employer must inform the new employee of their obligation to attend the union orientation. If the employee does not attend within their first sixty (60) days of employment they will be returned to the hiring hall.

3.3

(a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless the employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.

(b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).

(c) During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

(d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.

3.4

When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.

- 3.5 A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.
- 3.6 Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees..
- 3.7 Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.
- 3.8 The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.
- 3.9 Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.
- 3.10 Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.
- 3.11 All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.
- 3.12 It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.

- 3.13 Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.

SECTION 4 VISITS BY UNION REPRESENTATIVES

- 4.1 The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email with a minimum of four (4) hours notice in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official.
- 4.2 The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.

SECTION 5 WORKING CONDITIONS

- 5.1 If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel. All permanent employees will be provided five (5) shirts once a year. Temp employees will be provided 2 shirts upon being hired.
- 5.2 Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- 5.3 Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method authorized by the State of California. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home everyday.

Employees will be allowed to drink water on their floor from any appropriate personal container. Employees will be allowed to get water from the faucet or water cooler. In the event that it becomes an issue that the janitor does not have

access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.

The Employer will provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private. The parties will work collaboratively on any client property issues that might arise.

- 5.4 No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.
- 5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6 Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7 The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:
- (a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and
 - (b) The employee may make a request for this vacation information no more than four times per calendar year. The employee may make a request for this sick leave information no more than four times per calendar year and the request must be made at the time an employee takes sick leave.
 - (c) All Employers must reflect on the payroll checks the employees accrued vacation & sick leave hours at the end of the first year of this contract, August 1, 2017. Employers at their discretion may implement before August 1, 2017.

SECTION 6 SENIORITY

- 6.1 Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.

- 6.2 In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.
- 6.3 Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.
- 6.4 When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

SECTION 7 HOURS AND OVERTIME

- 7.1 Seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.

- 7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.
- 7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than two (2) weeks' notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

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SECTION 8 WAGES

8.1 All full-time employees who currently receive \$19.45 per hour shall receive a seventy (\$.70) cents per hour increase effective August 1, 2016. This rate shall remain in effect until August 1, 2017. On that date the above rate will increase by sixty (\$.60) cents per hour. This rate shall remain in effect until August 1, 2018. On that date, the above rate will increase another fifty-five (\$.55) cents per hour. This rate shall remain in effect until August 1, 2019. On that date the above rate will increase by another fifty (\$.50) cents per hour. This rate shall remain in effect until August 1, 2020.

8.2 **PROGRESSION RATE FOR ALL EMPLOYEES:**
The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wage rates shall be as follows:

JANITOR

Effective August 1, 2016				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$14.11	\$16.12	\$18.14	\$20.15	
Effective August 1, 2017				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$15.00	\$16.60	\$18.68	\$20.75	
Effective August 1, 2018				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$15.25	\$16.91	\$19.10	\$21.30	
Effective August 1, 2019				
	0-3900 hrs	3901-4850 hrs	over 4850 hrs	
	\$17.29	\$19.42	\$21.80	

FOREPERSON: One (\$1.00) dollar per hour see Section 8.11

RESTROOM ATTENDANT: Twenty-five (\$.25) per hour effective 8/1/16 see Section 8.13. Effective 5/1/17 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour.

RECYCLING COORDINATOR: See Letter of Understanding #2

8.3 Part time employees shall be paid as follows for a call of two (2) hours or less...two hours straight time pay. For a call of more than two (2) hours pay for actual hours worked. It is not the intent of the parties to utilize 2 part time employees to fill a permanent, full time janitor station position. A part time employee will NOT be expected to clean a full time station only fifty (50%) percent of a full time station. For jobs less than 4 hours, the work should be proportionate to that of hours being worked. Employers may not have more than one part time employee per site.

8.4 All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from.

8.5 At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days notice of its intent to change to paying wages on a semi-monthly basis.

All Employers must reflect on the payroll checks the employees accrued vacation & sick leave hours at the end of the first year of this contract August 1, 2017. Employers at their discretion may implement before August 1, 2017.

8.6 The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a foreperson has less than five years as a foreperson and are removed by the Employer for business need, they lose the premium pay. If a foreperson has more than 5 years as a foreperson and are removed by the Employer for business need, they shall retain their foreperson pay. If a foreperson voluntarily steps down, then he/she will forfeit the foreperson pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action.

8.7 The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.

8.8 In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.

If an employee is owed vacation or sick leave pay they must file a grievance. Upon the Union informing the Employer via e-mail or grievance the Employer has two weeks to verify the claim and pay the member. If the member is not paid

within the two weeks the Employer will pay a penalty to the member of five percent (5%) on top of amount owed.

- 8.9 Utility work is defined as carpet and rug cleaning including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper, Rider Operated Scrubber, Floor Machines and Power Washers. Effective August 1st, 2016 dedicated utility workers will receive premium pay of fifty (\$.50) cents per hour. Additionally, janitors performing utility duties described above will receive (\$.50) per hour for hours worked performing those functions (training time included).
- 8.10 Forepersons with ten (10) or fewer employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible.
- 8.11 A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which includes: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed. Unless it is an emergency beyond the control of the Employer, forepersons who lead ELEVEN (11) or more janitors shall not be required to clean a tenant floor station as part of their daily duties.
- 8.12 When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.
- 8.13

Restroom Attendant Pay

Full-time, fully dedicated restroom attendants will be paid an additional twenty-five (\$.25) cents per hour effective 8/1/2016. Effective 5/1/2017 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour.

SECTION 9 PAYMENT FOR TRAVEL

- 9.1 An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.

- 9.2 An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
- 9.3 All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
- 9.4 The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
- 9.5 Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

SECTION 10 VACATIONS

- 10.1 All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve (12) years or more shall be granted four (4) weeks vacation with pay annually. Absence from services of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.
- 10.2 Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the prorata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.

- 10.3 If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- 10.4 Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5 Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- 10.6 The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.
- 10.7 When an employee submits a vacation request to his supervisor in writing at least thirty (30) days in advance of said vacation or in accordance with company policy if less, the Employer will have the vacation check available prior to the first day of vacation observance.

SECTION 11 HOLIDAYS

- 11.1 The following days shall be observed as holidays:
- | | |
|------------------|-------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | *Day After Thanksgiving |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | Employee's Birthday |
- 11.2 Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.
- For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.
- 11.3 Floating Holiday: The Employer shall have the right tot replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the

Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.

- 11.4 The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar year as may be determined by mutual agreement between the Employer and the individual employee. This may not be combined with any recognized holidays referenced in section 11.1.
- 11.5 If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.
- 11.6 Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If a employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.
- 11.7 The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

SECTION 12 SICK LEAVE

- 12.1 Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half (7 ½) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half (1/2) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7)

days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.

- 12.2 Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.
- 12.3 Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.
- 12.4 Earned sick leave benefits shall be paid in the following manner. First work day's absence, no pay, provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work days' absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee has twelve (12) or more days of accumulated sick leave. Effective October 5, 2016 employees shall be eligible for first day pay for fifty (50%) for their annual accrual. They shall not be eligible for first day pay in excess of the fifty (50%) of their accrual unless the illness or accident is a result of being hospitalized or the employee has 12 or more days accumulated. Succeeding work days' absences, full pay until earned sick leave benefits are exhausted. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the earned sick benefits allowance has not been exhausted in previous illnesses. For the purpose of this Section, full pay shall mean pay for the regular day or night shift schedule working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time. Provisions of section 8.8 will not apply to this section until 8/1/17.

12.5 In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.

12.6 Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

"WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE"

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this agreement.

SECTION 13 BEREAVEMENT LEAVE

13.1 In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law, current Son-in-Law, current Daughter-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first three (3) days off up to six months.

SECTION 14 LEAVE OF ABSENCE

- 14.1 An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position. The employer will comply with the Family Medical Leave Act and any applicable San Francisco County family leave ordinance.
- 14.2 All leave of absence requests shall be done in writing to the union and employer. The Union will submit the request to the Employer. The Employer agrees to notify the union in writing when an employee is granted a leave of absence. The Union does not approve the leave of absence however it does document them. Requests for leaves should be submitted in writing at least two weeks prior to the time being requested. If an employee requests a Leave of Absence while on vacation they must notify the union and Employer in writing. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.
- 14.3 No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.
- 14.4 Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 90 days of extenuating circumstances beyond the control of the Employee.
- 14.5 Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every thirty (30) months. From the date of return from such a leave, an employee shall be required to work an additional thirty (30) months before requesting another leave. If an employee requests another extended leave within the thirty months due to a different circumstance he or she shall be granted additional leave according to the situation. The Employer may fill the temporary vacancy resulting from the granting of this leave with a union member of the Employer's choice up to a maximum of one (1) year. After one (1) year, the position will be filled according to the seniority rule under Exhibit C.

- 14.6 Employees will be responsible for notifying the Employer and the union in writing within the first ninety (90) days to request an extension.

FIRST EXTENSION: Employees will be granted one extension for ninety days (90) for extenuating circumstances and shall be returned to their prior position (at their permanent position) upon returning from the leave of absence. If notification occurs after the ninety-first (91) day the Employer at its election may terminate the employee.

SECOND EXTENSION: Shall be up to nine months. Employees requesting a second extension of their Leave of Absence understand that upon their return from the leave of absence the employee shall be returned to dispatch at the hiring hall with existing seniority. All combined leave of absence extension shall not exceed a total of one (1) year. At which point the employee will be considered terminated.

SECTION 15 GROUP INSURANCE

- 15.1 Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

SECTION 16 PENSION PLAN

- 16.1 For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement.

The parties acknowledge that the SEIU National Industry Pension Fund ("Fund") has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2016, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 72.1% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2017 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 85.5% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2018 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and,

in addition, a supplemental contribution equal to 99.9% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2019 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 115.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

- 16.2 Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- 16.3 The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- 16.4 The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California October 30, 1953 as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the Terms of BUILDING SERVICE EMPLOYEES PENSION PLAN, and further hereby becomes a party to said trust indenture subject to the terms thereof as indicated in Section 3.01 of Article III of said trust indenture.
- 16.5 The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- 16.6 The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- 16.7 The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2019.

SECTION 17 SAFETY

- 17.1 The Employer shall comply with all applicable Federal and CAL-OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2 In the event that the Property Management has identified an infectious disease hazard and has closed the facility, or portion thereof to its normal tenants/occupants, employees assigned to work in any closed portion of the facility will be: a) reassigned to other available work; or b) sent home with pay for the balance of their shift. If the facility remains closed beyond the first day, affected employees will be dispatched per Exhibit C. Employees will not be required to return to the facility until the facility is cleared for occupancy. The union will be notified immediately of any such occurrence.
- 17.3 The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place.
- 17.4 Training shall not be conducted during the Employee's break or lunch hour.
- 17.5 The employer shall make a good faith effort to provide all training in the employee's primary language.

SECTION 18 MILITARY SERVICE

- 18.1 In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.

SECTION 19 DISCIPLINE

- 19.1 The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2 At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence

of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.

SECTION 20 GRIEVANCE PROCEDURE

- 20.1 Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.
- 20.2 If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting forth the facts constituting the alleged grievance.
- 20.3 **STEP 1. Grievance** A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within fifteen (15) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.
- 20.3 **STEP 2 Informal meeting** It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For a grievance regarding discipline of an Employee, the Employer will make every effort to provide to the Union upon request any document the Employer relied upon to discipline the Employee no later than 48 hours before the Board of Adjustment Hearing. For a grievance regarding monetary issues the Employer will make every effort to provide no later than 48 hours before the Board of Adjustment Hearing to the Union upon request applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing.
- 20.4 **STEP 3 Board of Adjustment** If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the

grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.

20.5 Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.

20.6 Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service

a. STEP 4 Federal Mediation The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation.

20.7 If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be selected by agreement from the following list of three (3) arbitrators: Tom Angelo, Matthew Goldberg, and Union to submit arbitrator . The union will set dates with each of the arbitrators and the arbitrations will be held when the arbitrators are available on a rotation basis. If an arbitrators date goes unused and is not cancelled by the union then the union shall bear the entire expense. By mutual agreement, the parties can add one more arbitrator to the rotation.

The above procedure will be on a trial basis for two years. If there is no mutual agreement to extend the procedure for the utilization for arbitrators then the following shall apply.

If necessary, an impartial arbitrator shall be named by agreement from the names listed above, if there is no agreement then the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list.

- 20.7 The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.
- 20.8 Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.
- 20.9 Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.
- 20.10 The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not "closed" within the meaning of this provision until the post-hearing briefs are filed.
- 20.11 The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 of this Agreement may automatically proceed from Step One to Step Four.

SECTION 21 SAVINGS CLAUSE

- 21.1 If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "Unfair Labor Practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 22 MANAGEMENT RIGHTS

- 22.1 All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner.

SECTION 23 IMMIGRANT WORKERS

- 23.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

23.2 The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.

23.3 The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within one (1) year of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.

23.4 In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.

If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.

23.5 Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.

23.6 In the event an employee is displaced due to disqualification from employment due to the application by the employer of a E-verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.

23.7 Leave of absence will be for two (2) years. Members will be allowed to return to their jobs after renewing work permits and TPS.

SECTION 24 ASSIGNMENTS

24.2 The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this

contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

SECTION 25 BIDDING PROCEDURES

25.1 Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (7 1/2) hours or more, the Employers agrees to do the following:

- (a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.
- (b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.

25.2 Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.

25.3 BIDDING PROCEDURES FOR DIRECT TENANT SPACES

Effective August 1st, 2016, all direct tenant contracts will be bid at the highest tier wage rate. Permanent employees already working within the building may be transferred to the affected floors being put out to bid. In these situations the following shall apply:

- a. The first sentence of Article 25.2 will be waived to ensure that all employees are top tier wage rate employees. In addition, section c.5 shall apply to the selection and assignment of only forepersons & day porters.
- b. For office buildings being serviced by a contractor not signatory to this Agreement, all new work involving set up and clean up, including

dishwashers, special event staff and client concierge, shall be bid at the lowest tiered wage rate. For purposes of this clause, the term "signatory" includes any employer which has agreed to be bound by this agreement.

c. For office buildings being serviced by a contractor signatory to this Agreement, all work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid based on the top wage rate.

d. The Union shall be entitled to audit contractor compliance with these provisions. Contractors shall be obligated, upon request to provide the union with all payroll records of affected employees.

e. Employers may not bid existing full time work as part-time work.

SECTION 26 SUBCONTRACTING

26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.

26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

SECTION 27 NEW WORK AND CONTRACTS

27.1 The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7 ½) hours or more, specifying the name of the job and the address of the job location. Such notice shall be given at least two (2) weeks prior to the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

SECTION 28 WORKING CONDITIONS

28.1 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.

28.2 The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.

- 28.3 At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least ten (10) working days notice of any change in starting times and, provided further, that no shift may begin in any day after 6:00 p.m., unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00 p.m., if the Employer is currently beginning a shift after 6:00p.m.
- 28.4 The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5 The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.

SECTION 29 OTHER AGREEMENTS

- 29.1 In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wages rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth (1/12th) of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.
- 29.2 In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee, the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.
- 29.3 The outgoing contractor must POST the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits MUST be resolved before the end of the contract for that building. In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.

SECTION 30 NO STRIKE/LOCKOUT

- 30.1 The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.
- 30.2 It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.
- 30.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 31 SHOP STEWARDS

- 31.1 The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 31.2 The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- 31.3 Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- 31.4 Upon employees' request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.
- 31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

- 32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
- 32.2 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.
- 32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 33 TERM OF AGREEMENT

- 33.1 Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2016 and shall remain to and including July 31, 2020 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED: _____

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION

DATED: _____

SEIU LOCAL 87
SERVICE EMPLOYEES
INTERNATIONAL UNION

See attached
signature pages

EXHIBIT A

**MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS**

1. Able Building Maintenance Company

Signature: _____ Date: _____

2. American Building Maintenance Company

Signature: _____ Date: _____

3. Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

4. Genesis Building Services

Signature: _____ Date: _____

5. Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

EXHIBIT B

HEALTH AND WELFARE COVERAGE:

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

- B. 1 The Employer agrees to maintain Plan C26 covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent(s) in its entirety through October 31, 2012. The cost of Plan C26 is one thousand two hundred seven dollars and four cents (\$1,207.04) per month per eligible employee.

Effective September 2012 hours for October 2012 deposit for November 2012 coverage, employees participating in Plan C26 will be transferred into Plan C26 (A) at the cost of one thousand one hundred fifty four dollars and thirty one cents (\$1,154.31) per month per eligible employee.

For employees hired after August 1, 2012 they shall be eligible after four (4) months for Plan C26 (B) at the cost of nine hundred thirteen dollars and fifty two cents (\$913.52) per month per eligible employee.

After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26 (A).

For new employees hired after August 1st, 2016 working at least 105 hours in two (2) consecutive months shall be eligible for a contribution in the third (3rd) month, with coverage commencing on the first (1st) day of the fourth (4th) month.

The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement.

- B.2 All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.
- B.3 For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. "One hundred five hours (105) worked "includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

- B.4 If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.
- B.5 The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.
- B.6 The Union and the Employer will discuss alternative Health and Welfare plans. Any proposed changes will only be implemented by mutual agreement from all parties.

EXHIBIT C
THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the "A List". The third list will include top wage rate temporary employees for a particular Employer and shall be known as the "B List". (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the "C list". To be included on any Employer's "C list", an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the "A through C list" will be as follows:
- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
 - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
 - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it's best to dispatch/place a member with the required capabilities.

- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.
- C.5 In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.
- C.8 An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.
- Termination for Just Cause
 - Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
 - Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
 - Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.
- C.9 Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the

daily report as soon as possible.) This report shall contain the following information:

- Employee Name
- Name and address of new hires
- Current Assignment, if any
- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list . Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.

- C.15** For any one time or reoccurring “tag” work of four hours or more which is above base contract specification, the employer may assign such “tag” work to an employee from the C List. The contractor will notify the union if the “tag” will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.
- C.16** Contractors are willing to interview graduates from San Francisco Community college Partnership Program for potential employment at reasonable times and places to be agreed upon by the parties.

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____ Date: _____

American Building Maintenance Company

Signature: _____ Date: _____

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING
BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING

A. New Position Definition: RECYCLING COORDINATOR

The purpose of a **RECYCLING COORDINATOR** shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

B. RECYCLING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots.

E. RECYCLING COORDINATOR wages and benefits

Effective August 1, 2016 the Employer will pay the second tier rate of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Health and Welfare: Effective on August 2016 hours for September 2016 deposit, recycling coordinators shall be transferred to C23a to C26B after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: Effective August 1, 2016, the Employer shall make the appropriate pension contributions on the recycling coordinators behalf.

LETTER OF UNDERSTANDING

Hiring Hall/Dispatch

On and after January 1, 2017 the following processes will be applicable regarding dispatch of employees from the Union:

1. Employer may follow it's normal screening and hiring processes for all potential new hires, including background checks, interviews, etc. Successful candidates will be offered employment subject to all hiring requirements.
2. Once a candidate has successfully completed the Employer's hiring process, the Employer will refer the candidate to the union hiring hall for dispatch to future jobs in compliance with Exhibit C. Union will not dispatch those employees to a different signatory employer other than the employer who previously processed candidate. Employees working with two different employers will be sent out to work according to Exhibit C.
3. The Employer will notify the Union for dispatch of temporary employees, with the understanding that Union will dispatch only those candidates who have been referred by the employer.
4. The Employer and the Union will review the above process after January 1, 2020 and negotiate whether the process will continue.
5. Day Porters are excluded from this process.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING

SEXUAL HARRASSMENT

NON-DISCRIMINATION

General Agreement on Non-Discrimination. The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender, age, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military and veteran status, sexual orientation, gender identity, gender expression, or pro union activity. The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

APPENDIX

A. **Special Provisions Regarding of Sexual Harassment or Misconduct.** The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:

1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
 - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color,

national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the

Employer's decisions in this regard consistent with the duty of fair representation.

7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:

- (a) definitions of workplace sexual harassment and assault;
- (b) potential consequences for perpetrators of workplace sexual harassment and assault;
- (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
- (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
- (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.

11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

- 31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

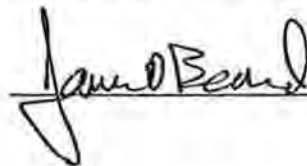
- 32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
- 32.2 ~~The Union agrees that this Agreement is intended to cover all matters affecting~~ wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.
- 32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

SECTION 33 TERM OF AGREEMENT

- 33.1 Unless expressly stated otherwise all parts of this Agreement will be effective **August 1, 2016** and shall remain to and including **July 31, 2020** and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED: 4/18/2017

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION



DATED: 4/18/2017

SERU LOCAL 87
SERVICE EMPLOYEES
INTERNATIONAL UNION

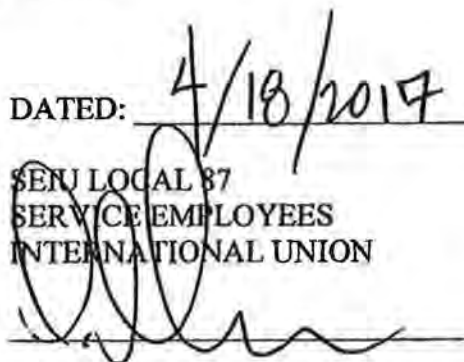


EXHIBIT A

**MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS**

1. Able Building Maintenance Company

Signature: A. L. L. Date: 4-18-17

2. American Building Maintenance Company

Signature: Curkford Date: 4-18-17

3. Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

4. Genesis Building Services

Signature: _____ Date: _____

5. Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

By: *James Beard*
Date: 4/18/2017

FOR SEIU Local 87,

By: *[Signature]*
Date: 4/18/17

Able Building Maintenance Company

Signature: *A. L.* Date: 4-18-17

American Building Maintenance Company

Signature: *Antonio Smith* Date: 4-18-17

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

LETTER OF UNDERSTANDING BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

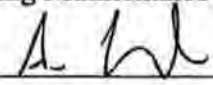
If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR the Contractors,

By: 

Date: 4/18/2017

Able Building Maintenance Company

Signature: 

American Building Maintenance Company

Signature: 

Lewis and Taylor Maintenance Company

Signature: _____

Genesis Building Services

FOR SEIU Local 87,

By: 

Date: 4/18/17

Date: 4-18-17

Date: 4-18-17

Date: _____

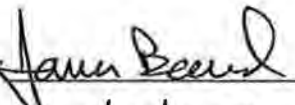
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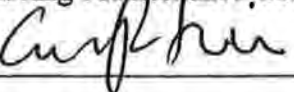
FOR the Contractors,

By: 
Date: 4/18/2017

Able Building Maintenance Company

Signature: 

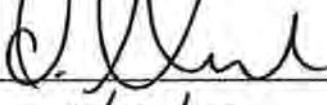
American Building Maintenance Company

Signature: 

Lewis and Taylor Maintenance Company

Signature: _____

FOR SENU Local 87,

By: 
Date: 4/18/17

Date: 4-18-17

Date: 4-13-17

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

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signature pages

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SEXUAL HARRASSMENT

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3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
 - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color,

national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

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Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

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6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the

Employer's decisions in this regard consistent with the duty of fair representation.

7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

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 - (b) potential consequences for perpetrators of workplace sexual harassment and assault;
 - (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
 - (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
 - (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.

11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.



GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593
ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: March 2017

TO: FLAGSHIP FACILITY SERVICES, INC.; Account No. 108112

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2017 hours/April 2017
Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with **March 2017 hours, payable in April 2017**. These new rates will be reflected on your employer reporting form for March 2017 hours which will be received in late March. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

MENU PLAN C26A	\$1370.53
----------------	-----------

The **new** contribution rate effective with March 2017 hours, due April 10, 2017 is:

MENU PLAN C26A	\$1406.55
----------------	-----------

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees
Local Unions
NWA Account Team



GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593
ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: March 2017

TO: GCA SERVICES GROUP - EMBARCADERO; Account No. 107857

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2017 hours/April 2017
Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with **March 2017 hours, payable in April 2017**. These new rates will be reflected on your employer reporting form for March 2017 hours which will be received in late March. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

MENU PLAN C26B	\$1105.95
----------------	-----------

The new contribution rate effective with March 2017 hours, due April 10, 2017 is:

MENU PLAN C26B	\$1105.95
----------------	-----------

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees
Local Unions
NWA Account Team

EXHIBIT D

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

(“Employer”)

AND

**SEIU LOCAL #87,
SERVICE EMPLOYEES INTERNATIONAL UNION**

(“Union”)

August 1, 2020 through July 31, 2024

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This agreement is made and entered into as of the 1st day of **August, 2020** by and between the San Francisco Maintenance Contractors Association, designated as the “Employer”, and SEIU Local 87, Service Employees International Union, hereinafter designated as the “Union”. It is understood that “Employer” as used below includes individual employers where appropriate.

SECTION 1 RECOGNITION

- 1.1** The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

SECTION 2 NO DISCRIMINATION

- 2.1** No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- 2.2** Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

- 3.1** The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement. Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge.
- The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.
- 3.2** Upon receipt of employee’s written authorization, the employer will deduct from employee wages the union’s membership initiation fee as follows: (a) one-half of the initiation fee will be deducted from the employee’s first paycheck received

after completing 30 days of employment; and (b) one-half of the initiation fee will be deducted from the employee's next paycheck. The employer must inform the new employee of their obligation to attend the union orientation. If the employee does not attend within their first sixty (60) days of employment they will be returned to the hiring hall.

3.3

(a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.

(b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).

(c) During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

(d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.

3.4

When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.

3.5

A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.

3.6

Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator

in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees.

- 3.7** Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.
- 3.8** The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.
- 3.9** Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.
- 3.10** Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.
- 3.11** All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.
- 3.12** It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.
- 3.13** Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.

SECTION 4 VISITS BY UNION REPRESENTATIVES

- 4.1** The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email with a minimum of three (3) hours notice, no later than 3:00 p.m., in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official.
- 4.2** The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.

SECTION 5 WORKING CONDITIONS

- 5.1** If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel. All permanent employees will be provided six (6) shirts once a year. Temporary employees will be provided one (1) shirt upon being hired, and two (2) additional shirts after sixty (60) shifts worked.
- 5.2** Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- 5.3** Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method authorized by the State of California. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Members will be allowed to take their lunch breaks on their station floors, subject to the property manager and tenant approval. The employer will provide to the union in writing that a request was made to the property management and the tenant for approval. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home everyday.

Employees will be allowed to drink water on their floor from any appropriate personal container. Employees will be allowed to get water from the faucet or water cooler. In the event that it becomes an issue that the janitor does not have access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.

- 5.4** No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.
- 5.5** The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6** Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7** The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:
- (a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and
 - (b) The employee may make a request for perpetual vacation and sick leave accruals information as needed if the employee finds a discrepancy on their paycheck.
 - (c) All Employers must reflect on the payroll checks the employee's accrued vacation & sick leave hours. Employers who are not in compliance shall pay a penalty of 15% instead of 5% for any violations of the second paragraph of Section 8.8 (relating to employees who are owed vacation of sick leave), with the 15% returning to 5% upon the employer's compliance. The enhanced penalty of 15% will remain in place until the employer is in compliance.

SECTION 6 SENIORITY

6.1 Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement accompanied by the employee's receipt of pension payments from SEIU National Industry Pension Fund, or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.

6.2 In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.

6.3 Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.

6.4 When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

6.5 Going forward, all permanent positions will require a letter from the Employer and a permanent union dispatch.

SECTION 6A WORKING FAMILY RESOURCES

- 6A.1** The Employers understand that working families are exceptional within the industry and therefore to care for one's families is essential. The family dynamics have changed and with that the rights that parents have under our collective bargaining agreement.
- 6A.2** Nursing Mothers - Fair Labor Standards Act (FLSA) & California Labor Code §1030 - Employer will provide a reasonable amount of break time and use of a mother's room or nursing room if there isn't one then a designated room that is not a bathroom or supply room in proximity to the employee's work to express breast milk in private each time they need to pump.
- a.** The Employer will work collaboratively with any client and or property management on any issues that might arise. The employer will also include a designated refrigerator to keep milk that is expressed.
 - b.** Employers will mandate in the training rotation Nursing Mothers Language for all employees including Forepersons and Supervisors.
 - c.** Employers must post at all worksites the Rights of Nursing Mothers.
 - d.** Members returning from parental leave Nursing Mother should first contact the union and the employers HR Department to start the path to return to work process. The Union and the Employers will collaborate in collecting DATA of how many workers benefited from this language.
- 6A.3** The Employer will comply with the Family Medical Leave Act, Fair Standards Labor Act and any State of California or San Francisco County Paid Parental Leave Ordinance.

SECTION 7 HOURS AND OVERTIME

- 7.1** Seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.

- 7.2** Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.
- 7.3** The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than two (2) weeks' notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

SECTION 8 WAGES

- 8.1** Effective January 1, 2021, all full-time employees who currently receive \$21.80 per hour shall receive a thirty (\$0.30) cent per hour increase. This rate shall be in effect until August 1, 2021. On that date, the above rate will increase by eighty (\$0.80) cents per hour. This rate shall be in effect until August 1, 2022. On that date, the above rate will increase another ninety (\$0.90) cents per hour. This rate shall remain in effect until August 1, 2023. On that date, the above rate will increase by one dollar (\$1.00) per hour. This rate shall remain in effect until August 21, 2024.

8.2 PROGRESSION RATE FOR ALL EMPLOYEES:

The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wage rates shall be as follows:

JANITOR

Effective January 1, 2021

0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$17.46	\$19.67	\$22.10

Effective August 1, 2021

0-3900 hrs	3901-4850 hrs	over 4850 hrs
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\$18.09	\$20.38	\$22.90
Effective August 1, 2022		
0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$18.80	\$21.18	\$23.80
Effective August 1, 2023		
0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$19.59	\$22.07	\$24.80

PREMIUM RATES FOR CERTAIN POSITIONS:

FOREPERSON: One (\$1.00) dollar per hour see Section 8.10.

RESTROOM ATTENDANT: See Section 8.13

RECYCLING COORDINATOR: See Letter of Understanding #2

MOVERS: Employees assigned to be full-time, fully-dedicated Movers will receive an additional fifty (\$0.50) cents per hour upon ratification of this Agreement.

- 8.3** Part time employees shall be paid as follows for a call of two (2) hours or less... two hours straight time pay. For a call of more than two (2) hours pay for actual hours worked. It is not the intent of the parties to utilize 2 part time employees to fill a permanent, full time janitor station position. A part time employee will NOT be expected to clean a full time station only fifty (50%) percent of a full time station. For jobs less than 4 hours, the work should be proportionate to that of hours being worked. Employers may not have more than one part time employee per site.
- 8.4** All disbursements for wages shall be made by voucher check, direct deposit or pay card. In every case, such disbursement shall be accompanied by an itemized wage statement which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made therefrom, which may be delivered by hard copy, in person, or by U.S. Mail, or electronically to the employee. It is understood that pay cards are voluntary on the part of the employee.
- 8.5** At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days' notice of its intent to change to paying wages on a semi-monthly basis.

- 8.6** The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a foreperson has less than five years as a foreperson and are removed by the Employer for business need, they lose the premium pay. If a foreperson has more than 5 years as a foreperson and are removed by the Employer for business need, they shall retain their foreperson pay. If a foreperson voluntarily steps down, then he/she will forfeit the foreperson pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action.
- 8.7** The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.
- 8.8** In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.
- If an employee is owed vacation or sick leave pay they must file a grievance. Upon the Union informing the Employer via e-mail or grievance the Employer has two weeks to verify the claim and pay the member. If the member is not paid within the two weeks the Employer will pay a penalty to the member of five percent (5%) on top of amount owed. See Section 5.7(c) regarding enhancement of this penalty due to non-compliance with Section 5.7(c).
- 8.9** Utility work is defined as carpet and rug cleaning including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper, Rider Operated Scrubber, Floor Machines, and Power Washers. Effective August 1st, 2016 dedicated utility workers will receive premium pay of fifty (\$.50) cents per hour. Additionally, janitors performing utility duties described above will receive (\$.50) per hour for hours worked performing those functions (training time included). Effective August 1, 2021, janitors performing utility duties described above will receive an additional ten (\$0.10) cents per hour, for a total premium rate of sixty (\$0.60) cents per hour.
- 8.10** Forepersons with ten (10) or fewer employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Effective August 1, 2021, an additional twenty-five (\$0.25) cents per hour premium, for a total premium of \$1.25 per hour.

8.11 A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which include: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed. Unless it is an emergency beyond the control of the Employer, forepersons who lead ELEVEN (11) or more janitors shall not be required to clean a tenant floor station as part of their daily duties.

8.12 When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.

8.13 Restroom Attendant Pay

Full-time, fully dedicated restroom attendants will be paid an additional twenty-five (\$.25) cents per hour effective 8/1/2016. Effective 5/1/2017 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour. Effective upon ratification of this Agreement, an additional five (\$.05) cents per hour will be implemented, for a total of thirty-five (\$0.35) cents per hour.

8.14 Post-Positive COVID-19 Disinfecting work

Employers will ask current staff or new staff to volunteer for this Post-Positive COVID-19 cleaning service (disinfecting). This work is NOT mandatory.

Staff will be informed on what is COVID-19 and the CDC recommended precautions.

Staff will be trained on the following topics prior to doing the work. Training is performed by the employer.

- PPE (Personal Protective Equipment) training.
- Blood born pathogen safety training topic.
- Training on the EPA approved disinfectants used.
- Training on those SDS sheets of those products.
- Training on the proper use of equipment needed.
- Training on how to properly disinfect a space safely.

Employers will provide a list of staff to the union that have been trained for this specific work.

Wages - While doing this specific work employees will be paid a \$5.00 per hour premium rate above their existing rates.

Employees will return to their regular rates per the CBA when not performing this work.

SECTION 9 PAYMENT FOR TRAVEL

- 9.1** An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.
- 9.2** An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
- 9.3** All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
- 9.4** The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
- 9.5** Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

SECTION 10 VACATIONS

- 10.1** All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve (12) years or more shall be granted four (4) weeks vacation with pay annually. Effective August 1, 2023, all employees who have been in the service of the

Employer continuously for eleven (11) or more years shall be granted four (4) weeks vacation with pay annually. Absence from service of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.

- 10.2** Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the pro rata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.
- 10.3** If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- 10.4** Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5** Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- 10.6** The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.
- 10.7** When an employee submits a vacation request to his supervisor in writing at least thirty (30) days in advance of said vacation or in accordance with company policy if less, the Employer will have the vacation check available prior to the first day of vacation observance.

SECTION 11 HOLIDAYS

- 11.1** The following days shall be observed as holidays:
 New Year's Day Martin Luther King Day

President's Day*	Day After Thanksgiving
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday

- 11.2** Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.
- For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.
- 11.3** Floating Holiday: The Employer shall have the right to replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.
- 11.4** The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar year as may be determined by mutual agreement between the Employer and the individual employee. This may not be combined with any recognized holidays referenced in section 11.1.
- 11.5** If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.
- 11.6** Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If an employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.

11.7 The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

11.8 For employees working in the office building environment, with respect to (a) the day before Thanksgiving, (b) Christmas Eve, and (c) New Year's Eve, when such days fall on scheduled work days, contractors will agree to adjust schedules to permit employees to start work earlier and work their scheduled shift, provided that the client, in its sole discretion, has approved of such schedule change. Contractors will provide proof to the union of their request to the client for such schedule changes.

SECTION 12 SICK LEAVE

12.1 Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half ($7\frac{1}{2}$) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half ($1/2$) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7) days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year. Effective August 1, 2021, add an additional sick day. Employees who currently have seven (7) sick days will be increased to eight (8) sick days, and employees who currently have eight (8) sick days will be increased to nine (9) sick days. Effective August 1, 2023, employees who currently have nine (9) sick days will be increased to ten (10) sick days.

12.2 Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.

12.3 Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action.

A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.

12.4 Earned sick leave benefits shall be paid in the following manner. First work day's absence, pay will be provided.. For the purpose of this Section, full pay shall mean pay for the regular day or night shift scheduled working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time.

12.5 In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.

12.6 Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

“WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE”

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this agreement.

SECTION 13 BEREAVEMENT LEAVE

13.1 In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed four (4) regularly

scheduled working days. This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law, current Son-in-Law, current Daughter-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first three (3) days off up to six months.

SECTION 14 LEAVE OF ABSENCE

- 14.1** Leaves of absence are for the purpose of leaving the industry for a specified amount of time. The intention of this section is not to go to work for a competitor within the industry under the same collective bargaining agreement.
- 14.2** An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position. The employer will comply with the Family Medical Leave Act, Fair Labor Standards Act, and any applicable San Francisco County family leave ordinance.
- 14.3** All leave of absence requests shall be done in writing to the union and employer. The Union will submit the request to the Employer. The Employer agrees to notify the union in writing when an employee is granted a leave of absence. The Union does not approve the leave of absence however it does document them. Requests for leaves should be submitted in writing at least two weeks prior to the time being requested. If an employee requests a Leave of Absence while on vacation they must notify the union and Employer in writing. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.
- 14.4** No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.

- 14.5** Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 90 days of extenuating circumstances beyond the control of the Employee.
- 14.6** Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every thirty (30) months. From the date of return from such a leave, an employee shall be required to work an additional thirty (30) months before requesting another leave. If an employee requests another extended leave within the thirty months due to a different circumstance he or she shall be granted additional leave according to the situation. The Employer may fill the temporary vacancy resulting from the granting of this leave with a union member of the Employer's choice up to a maximum of one (1) year. After one (1) year, the position will be filled according to the seniority rule under Exhibit C.
- 14.7** Employees will be responsible for notifying the Employer and the union in writing within the first ninety (90) days to request an extension.
- FIRST EXTENSION: Employees will be granted one extension for ninety days (90) for extenuating circumstances and shall be returned to their prior position (at their permanent position) upon returning from the leave of absence. If notification occurs after the ninety-first (91) day the Employer at its election may terminate the employee.
- SECOND EXTENSION: Shall be up to nine months. Employees requesting a second extension of their Leave of Absence understand that upon their return from the leave of absence the employee shall be returned to dispatch at the hiring hall with existing seniority. All combined leave of absence extension shall not exceed a total of one (1) year. At which point the employee will be considered terminated.

SECTION 15 GROUP INSURANCE

- 15.1** Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

SECTION 16 PENSION PLAN

- 16.1** For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement, with pension contributions commencing as of the first day of employment.

The parties acknowledge that the SEIU National Industry Pension Fund (“Fund”) has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2016, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 72.1% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2017 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 85.5% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2018 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 99.9% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2019 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 115.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective upon ratification of the Agreement, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 132% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2021, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 150% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2022, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 169.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2023, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 169.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

- 16.2** Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- 16.3** The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- 16.4** The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Service Employees International Union National Industry Pension Fund ("the Fund"), as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.
- 16.5** The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- 16.6** The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- 16.7** The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2019.

SECTION 17 SAFETY

- 17.1** The Employer shall comply with all applicable City, County, CAL-OSHA State and Federal laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.

- 17.2** Employees performing janitorial work can be exposed to infectious diseases at work. In the event that the Property Management has identified an infectious disease hazard and has closed the facility, or portion thereof to its normal tenants/occupants, the union and employees must be notified immediately, and employees assigned to any closed portion of the facility will be:
- a) reassigned to other available work within the site; or
 - b) sent home with pay for the balance of their shift.
 - c) if the facility or portion thereof including a suite remains closed beyond the first day and there is no work available within the site, affected employees will be offered work at another building temporarily with a union dispatch per Exhibit C. If the employee rejects the assignment to work another site temporarily; they will have the option to use their sick leave or vacation time. The employee must submit their request in writing to the union and employer indicating their preference within one business day. If the employee does not submit any preference in writing within the time indicated, he/she will report to work to the assignment offered. ,
 - d) Employees will not be required to return to the facility until the facility is cleared for occupancy. The union will be notified immediately of any such occurrence.
- 17.3** The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place. Employers providing proper PPE will contribute to a sanitary workplace. Employers will guarantee employees with appropriate personal protective equipment in keeping with regulatory requirements, such as face shields, gloves, mouth covers, goggles and bunny suits. Provided that there are no limited supplies.
- 17.4** Trainings shall not be conducted during the Employee's break or lunch hour. When trainings are conducted Employees will be compensated.
- 17.5** The employer must provide all trainings in the employee's primary language spoken by 20% or more of employees at the worksite. Employers will provide to the union on a quarterly basis proof of training done in the members respective language.
- 17.6** The employer will follow social distancing guidance as recommended by local, state or federal authorities.
- 17.7** Contractors will incorporate annual natural disaster training for their employees at each worksite as part of their Safety program. Mandatory natural disaster trainings for evening shifts will be done annually.

- 17.8** Employers will pay for travel for COVID-19 testing in accordance with the San Francisco “Healthy Building Ordinance.”
- 17.9** Foreperson’s will not be required to take temperatures of coworkers at the worksite.
- 17.10** During the Covid-19 pandemic, Employers will provide paid quarantine time in accordance with state, local or federal requirements
- 17.11** In the event that a future public health emergency is declared by public health officials involving an infectious disease, the parties agree to negotiate – after the union has submitted a request to Employers in writing only on this section – proper safety protocols to be implemented, based on guidance from such officials.

SECTION 18 MILITARY SERVICE

- 18.1** In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.
- 18.2** For members requesting leave to be reunited with the families serving in the military, employers will expedite granting the leave to employees.

SECTION 19 DISCIPLINE

- 19.1** The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2** At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.

- 19.3** Employees may not be terminated without a prior investigation. In cases of suspensions pending investigation: (a) employees who are determined not to have violated company policy shall receive back pay and benefits for any lost days; and (b) Employers will conduct the investigation within two (2) weeks, with one five (5) business day extension, after which the employer and union will schedule a Step 1 Grievance meeting to discuss the status of the investigation and determine whether the timeline for the investigation should be extended. If the investigation is not completed within four (4) weeks the Employer will commence paying the employee during the suspension, or will return the employee to the hiring hall to be dispatched to another building. Both the employer and the union shall cooperate with one another in such investigations. Employers will inform the union by either e-mail and phone call or text message of any employee being placed on suspension pending investigation.

SECTION 20 GRIEVANCE PROCEDURE

- 20.1** Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.
- 20.2** If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting for the facts constituting the alleged grievance.
- 20.3** **STEP 1. Grievance** A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within fifteen (15) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.
- 20.4** **STEP 2 Informal meeting** It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such

written statement. For all grievances regarding discipline or monetary issues of an Employee, the Employer will provide to the Union any document the Employer relied upon to discipline the Employee no later than five days before the Board of Adjustment Hearing. The Union upon request can obtain all applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing. Employers will conduct investigations within two (2) weeks, with one five (5) business day extension, after which the employer and union will schedule a Step 1 Grievance meeting to discuss the status of the investigation and determine whether the timeline for the investigation should be extended.

- 20.5 STEP 3 Board of Adjustment** If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.
- 20.6** Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.
- 20.7** Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service
- a. **STEP 4 Federal Mediation** The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation.
- 20.8** If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then arbitrator **Norm Brand** shall be contacted within three (3) days, and the parties will set a mutually agreeable date for the arbitration hearing before Mr. Brand. If Mr. Brand is not available to conduct the hearing within thirty days, the parties shall request a list supplied by

either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list. The parties agree to add one more arbitrator name to the list.

- 20.9** The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.
- 20.10** Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.
- 20.11** Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.
- 2.12** The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not "closed" within the meaning of this provision until the post-hearing briefs are filed.
- 20.13** The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 and Exhibit C of this Agreement may automatically proceed from Step One to Step Four.

SECTION 21 SAVINGS CLAUSE

- 21.1** If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "Unfair Labor Practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 22 MANAGEMENT RIGHTS

- 22.1** All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner.

SECTION 23 IMMIGRANT WORKERS

- 23.1** The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
- 23.2** The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.
- 23.3** The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within two (2) years of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.
- 23.4** In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.
- If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.
- 23.5** Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.
- 23.6** In the event an employee is displaced due to disqualification from employment due to the application by the employer of a E-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.
- 23.7** Leave of absence will be for two (2) years. Members will be allowed to return to their jobs after renewing work permits and TPS.

SECTION 24 ASSIGNMENTS

- 24.1** The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

SECTION 25 BIDDING PROCEDURES

- 25.1** Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (7 1/2) hours or more, the Employers agrees to do the following:
- (a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.
 - (b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.
- 25.2** Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.
- 25.3 BIDDING PROCEDURES FOR DIRECT TENANT SPACES**
- Effective August 1st, 2016, all direct tenant contracts will be bid at the highest tier wage rate. Permanent employees already working within the building may be

transferred to the affected floors being put out to bid. In these situations the following shall apply:

- a. The first sentence of Article 25.2 will be waived to ensure that all employees are top tier wage rate employees. In addition, section c.5 shall apply to the selection and assignment of only forepersons & day porters.
- b. For office buildings being serviced by a contractor not signatory to this Agreement, all new work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid at the lowest tiered wage rate. For purposes of this clause, the term “signatory” includes any employer which has agreed to be bound by this agreement.
- c. For office buildings being serviced by a contractor signatory to this Agreement, all work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid based on the top wage rate.
- d. The Union shall be entitled to audit contractor compliance with these provisions. Contractors shall be obligated, upon request to provide the union with all payroll records of affected employees.
- e. Employers may not bid existing full time work as part-time work.

SECTION 26 SUBCONTRACTING

- 26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.
- 26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

SECTION 27 NEW WORK AND CONTRACTS

- 27.1 The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7 ½) hours or more, specifying the name of the job and the address of the job location. Such notice shall be given at least two (2) weeks prior to the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

SECTION 28 WORKING CONDITIONS

- 28.1** When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.
- 28.2** The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.
- 28.3** At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least ten (10) working days notice of any change in starting times and, provided further, that no shift may begin in any day after 6:00 p.m., unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00 p.m., if the Employer is currently beginning a shift after 6:00p.m.
- 28.4** The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5** The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.

SECTION 29 OTHER AGREEMENTS

- 29.1** In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wages rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth (1/12th) of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.
- 29.2** In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee,

the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.

- 29.3** The outgoing contractor must POST the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits MUST be resolved before the end of the contract for that building. In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.

SECTION 30 NO STRIKE/LOCKOUT

- 30.1** The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.
- 30.2** It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.
- 30.3** Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 31 SHOP STEWARDS

- 31.1** The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 31.2** The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- 31.3** Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- 31.4** Upon employees' request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a

representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.

31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.

31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.

32.2 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.

32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 33

TERM OF AGREEMENT

33.1

Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2020 and shall remain to and including July 31, 2024 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

Amos Bero - Representative
SAN FRANCISCO MAINTENANCE
CONTRACTORS' ASSOCIATION

DATED: 12/22/2022

[Signature]
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 87

DATED: 12-19-2022

EXHIBIT A

MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS

Able Building Maintenance Company

Signature:



Date: 1-23-23

ABM Industry Groups, LLC

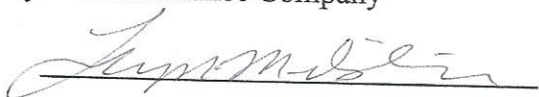
Signature:



Date: 1-11-2023

Lewis and Taylor Maintenance Company

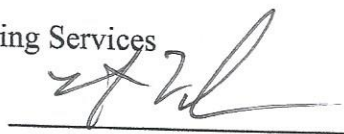
Signature:



Date: 1-26-22

Genesis Building Services

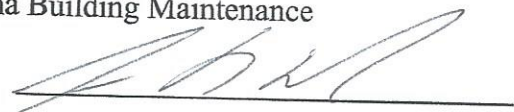
Signature:



Date: 1-23/2023

Clean-A-Rama Building Maintenance

Signature:



Date: 1/26/2023

EXHIBIT B**HEALTH AND WELFARE COVERAGE:**

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

- B.1 New employees hired after August 1st, 2016 working at least 105 hours in two (2) consecutive months shall be eligible for Plan C26(B). As of June 1, 2021, the monthly rate for Plan C26(B) increased to \$1,139.13. As of April 1, 2022, the monthly rate for Plan C26(B) increased to \$1,173.30. For employees eligible for Plan C26(B), Employer shall make a contribution in the third (3rd) month of employment, with coverage commencing on the first (1st) day of the fourth (4th) month of employment.
- After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26(A). As of December 1, 2020, the monthly rate for Plan C26(A) was \$1,465.52. As of June 1, 2021, the monthly rate for Plan C26(A) increased to \$1,524.14. As of April 1, 2022, the monthly rate for Plan C26(A) increased to \$1,600.35.
- The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement. The employer further agrees that MOB will include an increase in life insurance coverage from \$10,000 to \$15,000, which increase shall be effective upon approval and implementation by the General Employees Trust Fund.
- B.2 All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.
- B.3 For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.
- In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. "One hundred five hours (105) worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.
- B.4 If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in

fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.

- B.5 The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.
- B.6 The Union and the Employer will discuss alternative Health and Welfare plans. Any proposed changes will only be implemented by mutual agreement from all parties.

EXHIBIT C

THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the “A List”. The third list will include top wage rate temporary employees for a particular Employer and shall be known as the “B List”. (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the “C list”. To be included on any Employer’s “C list”, an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the “A through C list” will be as follows:
- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
 - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
 - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it’s best to dispatch/place a member with the required capabilities.
- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump

the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.

- C.5 In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.
- C.8 An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.
- Termination for Just Cause
 - Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
 - Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
 - Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.
- C.9 Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the daily report as soon as possible.) This report shall contain the following information:
- Employee Name
 - Name and address of new hires
 - Current Assignment, if any

- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list . Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.
- C.15 For any one time or reoccurring "tag" work of four hours or more which is above base contract specification, the employer may assign such "tag" work to an employee from the C List. The contractor will notify the union if the "tag" will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.

- C.16 Contractors are willing to interview graduates from San Francisco Community college Partnership Program for potential employment at reasonable times and places to be agreed upon by the parties.

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

By: James Beaud - Representative

Date: 1/23/2023

FOR SEIU Local 87,

By: D. Shinn

Date: 12-19-2022

Able Building Maintenance Company

Signature: A. Nelson Date: 1-23-23

ABM Industry Groups, LLC

Signature: [Signature] Date: 1-11-2023

Lewis and Taylor Maintenance Company

Signature: [Signature] Date: 1-23-2023

Genesis Building Services

Signature: [Signature] Date: 1-23-2023

Clean-A-Rama Building Maintenance

Signature: [Signature] Date: 1/26/2023

LETTER OF UNDERSTANDING #1 BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR THE CONTRACTORS

By: James C. Beaul - Representative

Date: 1/23/2023

Able Building Maintenance Company

Signature: A. HL

ABM Industry Groups, LLC

Signature: [Signature]

Lewis and Taylor Maintenance Company

Signature: [Signature]

Genesis Building Services

Signature: [Signature]

Clean-A-Rama Building Maintenance

Signature: [Signature]

FOR SEIU LOCAL 87

By: [Signature]

Date: 12-19-2022

Date: 1-23-23

Date: 1-11-2023

Date: 1-26-2023

Date: 1-23-2023

Date: 1/26/2023

LETTER OF UNDERSTANDING #2

A. New Position Definition: RECYCLING COORDINATOR

The purpose of a **RECYCLING COORDINATOR** shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

B. RECYCLING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots.

E. RECYCLING COORDINATOR wages and benefits

Effective August 1, 2016 the Employer will pay the second tier rate of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Effective upon ratification, the Employer will pay the top tier rate of pay scale of this contract to full-time Recycling Coordinator employees, with the understanding that such top rate of pay is only applicable while an employee performs Recycling Coordinator duties.

Health and Welfare: Effective on August 2016 hours for September 2016 deposit, recycling coordinators shall be transferred to C23a to C26B after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: Effective August 1, 2016, the Employer shall make the appropriate pension contributions on the recycling coordinators behalf.

LETTER OF UNDERSTANDING #3
Hiring Hall/Dispatch

On and after January 1, 2017 the following processes will be applicable regarding dispatch of employees from the Union:

1. Employer may follow its normal screening and hiring processes for all potential new hires, including background checks, interviews, etc. Successful candidates will be offered employment subject to all hiring requirements.
2. Once a candidate has successfully completed the Employer's hiring process, the Employer will refer the candidate to the union hiring hall for dispatch to future jobs in compliance with Exhibit C. Union will not dispatch those employees to a different signatory employer other than the employer who previously processed candidate. Employees working with two different employers will be sent out to work according to Exhibit C.
3. The Employer will notify the Union for dispatch of temporary employees, with the understanding that Union will dispatch only those candidates who have been referred by the employer.
4. The Employer and the Union will review the above process after January 1, 2020 and negotiate whether the process will continue.
5. Day Porters are excluded from this process.

FOR the Contractors,

By: James V. Beaul - Representative

Date: 1/23/2023

FOR SEIU Local 87,

By: [Signature]

Date: 12-19-22

Able Building Maintenance Company

Signature: [Signature]

Date: 1-23-23

ABM Industry Groups, LLC

Signature: [Signature]

Date: 1-11-2023

Lewis and Taylor Maintenance Company

Signature: [Signature]

Date: 1-23-2023

Genesis Building Services

Signature: [Signature]

Date: 1-23-2023

Clean-A-Rama Building Maintenance

Signature: [Signature]

Date: 1/26/2023

LETTER OF UNDERSTANDING

SEXUAL HARRASSMENT

NON-DISCRIMINATION

General Agreement on Non-Discrimination. The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender, age, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military and veteran status, sexual orientation, gender identity, gender expression, or pro union activity. The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

APPENDIX

- A. **Special Provisions Regarding of Sexual Harassment or Misconduct.** The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:
1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
 2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
 3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

- (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation

and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:
 - (a) definitions of workplace sexual harassment and assault;
 - (b) potential consequences for perpetrators of workplace sexual harassment and assault;
 - (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
 - (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
 - (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.
11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

Letter of Understanding Pathway to Return To Work

(To be converted to an LOU which would be appended to CBA)

This Letter of Understanding is for the purpose of providing a pathway to return to work for employees described below. The parties agree that upon completion of the process described in this document, Section 6 and Exhibit C will govern.

A. Protection of Seniority and Extension of Recall Rights

1. This Letter of Understanding is intended to provide specific seniority protection and layoff/recall rights for employees who meet the following conditions:
 - a. The employee is out of work due to a layoff occurring between February 1, 2020 and December 31, 2024.
 - b. The employee has not lost recall rights for the reasons outlined in Section 6.1 of the Agreement (e.g. discharge for cause, resignation, retirement, failure to return from an authorized leave or vacation absent good cause, failure to work sufficient shifts, etc.).
2. For the above-described Employees, Employer agrees to protect employee seniority, and extend recall rights to December 31, 2024.

B. Bumping Rights and Use of Union Hiring Hall and Dispatch System

1. The Employer acknowledges that the Union operates a Hiring Hall and Dispatch System which utilizes "Union Impact" cloud-based dispatch software. Effective 60 days following the signing of the collective bargaining agreement, Employers will collaborate with the Union and work together in the dispatch process by following the next steps:
 - a. Employers will enter all open jobs that need to be filled both short, long term including permanent positions;
 - b. Union will provide dispatch to employees;

4/29/2021: T/A – this language "Going forward, all permanent positions will require a letter from the Employer and a permanent Union Dispatch." Move this to Seniority - Section 6)
2. For Employees as defined in Section A above who were hired prior to June 1, 2013, the Employer agrees to allow bumping of employees with less than eight (8) years of seniority, and

further agrees to the Union's Hiring Hall and Dispatch System to administer the bumping process described in this letter of understanding.

3. Employer agrees that within 30 days of signing of the new Collective Bargaining Agreement, the Employer shall provide the union with the following lists:
 - a. An updated list of Temporary A-B-C lists established within Exhibit C of the Collective Bargaining Agreement.
 - b. A list of all active working employees by work site, including the employee's seniority date.
 - c. A list of all employees laid off since February 1, 2020 by work site, including the employee's seniority date.
 - d. A list of employees currently working who have less than eight (8) years of seniority with the Employer.
 - e. A list of Employees who were hired prior to June 1, 2013, including the employee's seniority date.
 - f. A list of ALL employees on leave of absence, maternity/paternity, FMLA, FLSA, disability or workers compensation. Employer will update this list every three months while this process is ongoing.
 - g. payroll records for the last quarter of 2020 and the first quarter of 2021;
4. Within fifteen (15) business days of receipt of Employer's information as provided in item 1., above, Union will provide Employer with:
 - a. A list of the laid-off employees hired prior to June 1, 2013 indicating their preferred method of how they wish to be contacted (electronically, by text message, e-mail, or regular U.S. Mail for permanent positions). The list will include the appropriate mobile number or e-mail address for such employees;
 - b. copies of the "SEIU 87 WORK STATUS RETURN FORM" completed by members in response to Union's survey, the form of which is attached to this document. Employees will also indicate their language preference to receive communications.
5. Effective sixty (60) days after signing of a new Collective Bargaining Agreement, Employees hired prior to June 1, 2013 shall have bumping rights by Seniority into jobs held by employees with less than eight (8) years of seniority. The bumping process will proceed as follows:

- a. The Union and the Employer will identify jobs held by employees with less than eight (8) years seniority, and offer those jobs to Employees hired prior to June 1, 2013 in order of seniority. Both parties agree to work off of the same list, and will update the list as Employees hired prior to June 1, 2013 are placed into jobs held by employees with less than eight (8) years of seniority. As per Exhibit C of the Agreement, day porters with eight (8) years or more years of seniority, and forepersons will be exempt from bumping unless the applicable Employee hired prior to June 1, 2013 has the necessary skillset to be a foreperson. An Employer that declines to recall a laid-off employee on the grounds of lack of qualification and instead hires someone other than a laid-off employee shall provide union with a written notice within five (5) days including the length of service with the employer of those hired in lieu of that recall, along with all reasons for the decision. In cases where a client objects to the bumping of a building day porter these disputes will be subject to the grievance procedure of the collective bargaining agreement. The Employers will identify and provide a list of which jobs require client security background checks within 5 days of signing of the new Collective Bargaining Agreement. In all cases, an Employee must be qualified to perform the skillset of the job into which he or she is bumping.
- b. Job offers made to Employees hired prior to June 1, 2013 will be made by Seniority using the Union Impact software. See language in Section B.1. In all cases where jobs are being offered it must be done thru Union Hiring hall dispatch.
 - i. Employer will enter all open positions into the Union Impact software. Union will not dispatch employees without first consulting with Employer and confirming the assignment;
 - ii. Monthly roll call at Union Hiring Hall. Employees are responsible for notifying the Employer and the Union of any change to their contact information.
 - iii. telephone call to the Employee's last known phone number on record with the Employer and the Union; and
 - iv. text or e-mail to Employee, to the extent that Union has provided such information to the Employer as provided in item 2, above.
 - v. in writing to the Employee's last known address on record with the Employer, with a copy provided by e-mail to the Union.
- c. All Employees who receive job offers from the Employer pursuant to this letter of understanding will be sent to the union. The employees must respond in writing to the Employer and the Union accepting or rejecting the job offer. For offers of permanent positions via text, email and U.S. mail (only for permanent positions) employees will respond within five (5) days in writing. The Employee must accept or reject said offer of a permanent position in writing within five days (5) otherwise the Employee will be

placed into the position offered and if they do not show up it will be considered job abandonment. For job offers of short term & long term temporary positions employees that have registered their status as AVAILABLE TO WORK with the union hiring hall understand that they will respond immediately after receiving a telephone call, text message, email since they have registered to work for that day.

- d. Employees who are displaced from their jobs as a result of the above process will be entitled to the extended seniority and recall rights as provided in Section 1 above.
- e. Notwithstanding any other provisions of the Collective Bargaining Agreement, layoffs of employees which occur pursuant to this agreement do not require any notice to union or employees. This Letter of Understanding shall serve as the notice.

C. Other Provisions

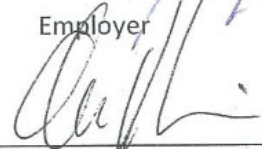
1. For any client contract which terminates one contractor and hires a successor contractor during the above time period, the successor contractor shall be required to treat Employees of the departing contractor associated with such client contract as though such employees were employees of the successor contractor and shall offer such employees jobs as they become available, with no loss of pay, benefits or seniority. In case of job bidding which occurs, Union and/or the incumbent contractor shall supply a list of Employees to other bidding contractors, along with other information required by Section 25 of the Collective Bargaining Agreement.
2. During the first six months that Employers participate in the hiring hall and dispatch process described in this Letter of Understanding, the parties will meet periodically to discuss the effectiveness of the process and identify improvements, if needed. During the following six months, the hiring hall and dispatch process will be expected to achieve a 90% fulfillment rate in recruiting and assigning qualified staff, measured on a per month basis. If after the first year, any signatory employer believes that the 90% fulfillment rate is not being achieved, it may notify the union of its intent to withdraw from participation in the hiring hall and dispatch process. The union may then request mediation of the issues before an FMCS mediator or a mutually agreeable private mediator, to take place within three months of the employer's notification, with the employer having the right to withdraw absent a mutually agreed solution.
3. The Union agrees to waive all of the requirements of State of California SB 93 pertaining to the rehiring of displaced workers. This is intended to be an explicit waiver in clear and unambiguous terms, as provided by SB 93.
4. Effective upon ratification and continuing through December 31, 2023, Employers will waive the rights granted to them in Section 14.5 of the Agreement to fill temporary vacancies, and will fill such positions with the most senior laid-off employee on the A, B or C List, as applicable.
5. Contractors will otherwise comply with Exhibit C in the filling of available positions.

6. This document will remain in effect until December 31, 2024.

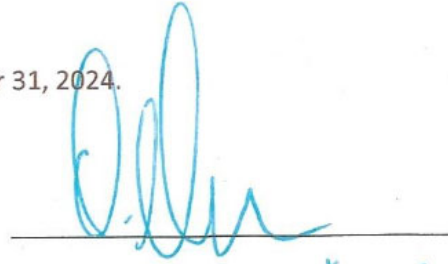
So Agreed: 

Employer

Witness



Aaron Peskin



SEIU Local 87

4-29-21



4-29-21



4-29-21



SEIU 87 WORK STATUS RETURN FORM

I _____ understand that I have 24 months from the date I was laid off to return to my job. I also declare how I would like to establish my return those options are the following (SELECT ONE ONLY):

- ☐ Yes, I will be returning AS SOON AS a permanent position is available
- ☐ Yes, I will be returning AS SOON AS POSSIBLE AFTER ____/____/2021 to a permanent position that becomes available (INSERT DATE)
- ☐ Yes, I will be returning ONLY until my building opens up.
- ☐ No, I will not be returning. I am collecting my SEIU pension payments.
- ☐ No, I will not be returning to both jobs. I cannot work two jobs under the same contract. I will ONLY return to _____ at _____.

Due to the impact of COVID on the work and the need to return to work, the member cannot refuse a job offer unless it is due to a major cause. A major cause will be defined as a documented health condition (physical or mental), documented childcare needs or documented illness of a spouse or domestic partner. I understand that when I refuse an offer due to one of these reasons, my position within the seniority list will be moved to the last position without losing my seniority rights within the time frame already established. This will allow the continuation of the pathway to return.
[to be translated in all appropriate languages]

Employee Signature	Date	Employee Phone Number	Employee E-Mail
Employee Printed Name	Employee's Company	Employee Company ID Number	
Employee Preferred Language	English	Spanish	Chinese Arabic
		(Circle one ONLY)	
Employee Preferred Method of Contact	E-MAIL	TEXT	PHONE CALL LETTER/MAIL
Employee COVID-19 Vaccine Status	Fully Vaccinated	Partial (first dose)	Not Vaccinated
	(Disclosure of Vaccine Status is Voluntary)		

EXHIBIT E

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

(“Employer”)

AND

**SEIU LOCAL #87,
SERVICE EMPLOYEES INTERNATIONAL UNION**

(“Union”)

August 1, 2024 through July 31, 2028

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This agreement is made and entered into as of the 1st day of **August, 2024** by and between the San Francisco Maintenance Contractors Association, designated as the “Employer”, and SEIU Local 87, Service Employees International Union, hereinafter designated as the “Union”. It is understood that “Employer” as used below includes individual employers where appropriate.

SECTION 1 RECOGNITION

- 1.1** The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

SECTION 2 NO DISCRIMINATION

- 2.1** No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- 2.2** Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

- 3.1** The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement. Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge. **For employees who are discharged from employment pursuant to the above procedure, such discharged employees will be returned to the hiring hall and the Employer cannot return said employee to work without written proof from the Union of their good standing. Employers will follow Exhibit C and Section 6.**

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.

3.2

Upon receipt of employee's written authorization, the employer will deduct from employee wages the union's membership initiation fee as follows: (a) one-half of the initiation fee will be deducted from the employee's first paycheck received after completing 30 days of employment; and (b) one-half of the initiation fee will be deducted from the employee's next paycheck. The employer must inform the new employee of their obligation to attend the union orientation. If the employee does not attend within their first sixty (60) days of employment they will be returned to the hiring hall.

3.3

(a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. ~~Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.~~

(b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).

(c) During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

(d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.

3.4

~~When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.~~ When a new employee is hired, the employer shall give the Union a list of all new hires every sixty (60) days for employees over 30 days of service which shall

include name, home address, phone number, email, and what site they are working at.

- 3.5** A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.
- 3.6** Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees.
- 3.7** Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.
- 3.8** The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.
- 3.9** Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.
- 3.10** Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.
- 3.11** ~~All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.~~
All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twentieth (20th) day of the

following calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made. The Employer will provide a list of all employees for whom they deduct dues. These lists will be provided electronically to the union.

- 3.12** It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.
- 3.13** Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.
- 3.14** The parties acknowledge and agree that the term "written authorization" as provided in this agreement includes authorizations or revocations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The union therefore may use electronic records to verify union membership authorization for voluntary deduction of dues and fees as well as voluntary contributions to the unions American dream fund from wages or payments for remittance to the union, and authorization for voluntary deductions from wages or payments for remittance to the American dream fund the employer shall accept such electronic records from the union as valid written authorizations for or revocations of deduction and remittance. Employers who are currently accepting such electronic records as valid written authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that employers who are not currently accepting electronic records as valid authorizations or revocations may need time and or training to be able to do so. The union shall provide any necessary training opportunity to the employer to facilitate acceptance of electronic records as valid written authorizations or revocations for deduction and remittance.
- 3.15** Those employers with less than 50 bargaining unit employees who are not currently accepting electronic records as valid written authorization or revocations shall commence acceptance no later than six (6) months from the date this contract is signed by the Employer and become signatory to this agreement. Also known as a transition period provided that any reasonably requested training has been provided by the union it is understood that the transition to electronic records and electronic signatures may cause some delays. During the transition period employers who deduct appropriately but whose transmissions are delayed shall not be subject to interest or penalties owing to such delays.
- 3.16** The employer shall provide employee information in connection with transmission of dues initiation fees all legal assessments and other deductions required to be transmitted to the union deductions from employees check shall be

transmitted to the union electronically via ACH or wire transfer using the SEIU local 87 ACH portal, unless the union directs in writing that deductions be remitted by means other than electronic transmittals the union shall specify reasonable information to be recorded and or transmitted by the employer as necessary and consistent with this agreement. Those employers with less than 50 bargaining unit employees who are not using ACH payments will have six (6) months from the date this contract is signed by the Employer and become signatory to this agreement.

3.17

If a signatory does not revoke the dues authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier it shall be deemed a renewal of authorization, irrevocable for another year or until the expiration of the next succeeding contract, whichever is earlier. The union agrees to indemnify and save such employer harmless from any liability incurred by reason of such deductions.

Upon receipt of employee's written authorization, the employer will deduct from employee wages the union's membership initiation fee as follows: (a) one-half of the initiation fee will be deducted from the employee's first paycheck received after completing 30 days of employment; and (b) one-half of the initiation fee will be deducted from the employee's next paycheck. The employer must inform the new employee of their obligation to attend the union orientation. If the employee does not attend within their first sixty (60) days of employment they will be returned to the hiring hall.

3.18

Employers shall attend hiring days at the union hall on a quarterly basis. In January, April, July, and October.

SECTION 4 VISITS BY UNION REPRESENTATIVES

- 4.1 The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email or text with a minimum of three (3) hours notice, no later than 3:00 p.m., in advance of such visits. It shall be the Employer's responsibility to provide the Union in January with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official. If the Employer fails to provide the list to the union in advance, then the Employer on company time will have to allow the members to attend the meeting with the union outside of the building not to exceed the first twenty (20) minutes.
- 4.2 The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.
- 4.3 Employer will submit a list of all forepersons each January and July and the site in which they work including forepersons names and contact information. If there is a change in foreperson during the year, employer will notify the union. The employer will inform the union whenever a supervisor begins or ends employment with the employer every January and July along with their contact information.

SECTION 5 WORKING CONDITIONS

- 5.1 If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel. All permanent employees will be provided six (6) shirts once a year. Temporary employees will be provided one (1) shirt upon being hired, and two (2) additional shirts after sixty (60) shifts worked. Utility employees will be provided steel toe shoes and boots when performing exterior work. Sorters will be provided aprons, gloves, jackets, goggles and steel toe shoes.

- 5.2 Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- 5.3 Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method authorized by the State of California. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Members will be allowed to take their lunch breaks on their station floors, subject to the property manager and tenant approval. The employer will provide to the union in writing that a request was made to the property management and the tenant for approval. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home everyday.
- Employees will be allowed to drink water on their floor from any appropriate personal container. Employees will be allowed to get water from the faucet or water cooler. In the event that it becomes an issue that the janitor does not have access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.
- 5.4 No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.
- 5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6 Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7 The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:
- (a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and
 - (b) The employee may make a request for perpetual vacation and sick leave accruals information as needed if the employee finds a discrepancy on their paycheck.

- (c) All Employers must reflect on the payroll checks the employee's accrued vacation & sick leave hours. Employers who are not in compliance shall pay a penalty of 15% instead of 5% for any violations of the second paragraph of Section 8.8 (relating to employees who are owed vacation of sick leave), with the 15% returning to 5% upon the employer's compliance. The enhanced penalty of 15% will remain in place until the employer is in compliance.

5.8

Employees will not sort through medical waste biohazard bags.

SECTION 6

SENIORITY

6.1

Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement accompanied by the employee's receipt of pension payments from SEIU National Industry Pension Fund, or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.

Temporary employees that remain working for an incoming contractor their industry seniority starts as a new employee with the first day being when the contractor hires them. This includes vacation and sick leave accruals including health insurance and pension contributions provided that wages shall be paid at the top rate. Temporary employees must put in writing that they want to remain with the incoming contractor with full understanding that their industry seniority starts as a new employee. Once temporary employee has put in writing their request to the union the outgoing Employer will liquidate their accrued vacation and their sick leave is not transferable.

- 6.2 ~~In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.~~ In a case of layoff, the Employer shall give a minimum of ten (10) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages of ten (10) business days based on the employee's normal wage, in lieu of such notice. For permanent employees being laid off prior to the qualifying hours needed for health coverage for qualification for hours needed, then the employer will make a contribution due in the following month for that employee(s)' health coverage; provided that this does not include those effected by vacancy reductions.
- 6.3 Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.
- 6.4 When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.
- 6.5 Going forward, all permanent positions will require a letter from the Employer and a permanent union dispatch.
- The parties will establish a working committee, commencing in October, 2024, to evaluate the temporary or permanent status of employees hired after 2016.
- 6.6 When an employer takes over a worksite from another union signatory contractor, unless required by law or client requirements, employees will not be obligated to undergo E-Verify or background, criminal or credit checks. In these situations, employees may decline to undergo the above referenced checks, in which case the employees shall be hired and then offered an immediate position at another location within five (5) business days. Employer will follow Section 6 Seniority and Exhibit C. Employee will be compensated during the wait time for up to 5 business days.
- 6.7 Employers will notify the union when day porter positions become available, and will post the job opening at the worksite. If a client requires language specific needs they must put it in writing when requesting a day porter position is filled.
- Permanent employees at the job site may apply for the open day porter position within five (5) business days, and will be selected if qualified and acceptable to client.
 - Follow Seniority & Exhibit C

SECTION 6A WORKING FAMILY RESOURCES

- 6A.1** The Employers understand that working families are exceptional within the industry and therefore to care for one's families is essential. The family dynamics have changed and with that the rights that parents have under our collective bargaining agreement.
- 6A.2** Nursing Mothers - Fair Labor Standards Act (FLSA) & California Labor Code §1030 - Employer will provide a reasonable amount of break time and use of a mother's room or nursing room if there isn't one then a designated room that is not a bathroom or supply room in proximity to the employee's work to express breast milk in private each time they need to pump.
- a.** The Employer will work collaboratively with any client and or property management on any issues that might arise. The employer will also include a designated refrigerator to keep milk that is expressed.
 - b.** Employers will mandate in the training rotation Nursing Mothers Language for all employees including Forepersons and Supervisors.
 - c.** Employers must post at all worksites the Rights of Nursing Mothers.
 - d.** Members returning from parental leave Nursing Mother should first contact the union and the employers HR Department to start the path to return to work process. The Union and the Employers will collaborate in collecting DATA of how many workers benefited from this language.
- 6A.3** The Employer will comply with the Family Medical Leave Act, Fair Standards Labor Act and any State of California or San Francisco County Paid Parental Leave Ordinance.
- 6A.4** The contractors shall accommodate members who request time for religious prayer at religiously appropriate break times during work hours according to existing past practice, provided the employees complete their full workday obligations without additional straight time compensation. If no past practice exists, the Contractors shall make accommodations for prayer time during break times.

SECTION 7 HOURS AND OVERTIME

- 7.1** Seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven

and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.

7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.

7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than two (2) weeks' notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

SECTION 8 WAGES

8.1 Effective August 1, 2024, all full-time employees who currently receive \$24.80 per hour shall receive a One Dollar (\$1.00) per hour increase. This rate shall be in effect until August 1, 2025. On that date, the above rate will increase by One Dollar and thirty five cents (\$1.35) per hour. This rate shall be in effect until August 1, 2026. On that date, the above rate will increase another One Dollar and fifty cents (\$1.50) per hour. This rate shall remain in effect until August 1, 2027. On that date, the above rate will increase by One Dollar and fifty cents (\$1.50) per hour. This rate shall remain in effect until August 1, 2028.

8.2 PROGRESSION RATE FOR ALL EMPLOYEES:

The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wage rates shall be as follows:

JANITOR

Effective August 1, 2024

0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$21.41	\$23.48	\$25.80

Effective August 1, 2025

0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$22.53	\$24.71	\$27.15

Effective August 1, 2026

0-3900 hrs	3901-4850 hrs	over 4850 hrs
\$23.78	\$26.07	\$28.65

Effective August 1, 2027

0-3900 hrs		over 3900 hrs
\$25.02		\$30.15

Wages for Premium Pay Rates above progression rates:

FOREPERSON: Effective August 1, 2024 Foreperson shall be Two (\$2.00) dollars per hour premium, effective August 1, 2025 premium shall be Three (\$3.00) dollar per hour premium, effective August 1, 2026 premium shall be Four (\$4.00) dollar per hour premium and effective August 1, 2027 premium shall be Five (\$5.00) dollar per hour premium, see Section 8.10.

RESTROOM ATTENDANT: See Section 8.13**RECYCLING COORDINATOR:** See Letter of Understanding #2

MOVERS: Employees assigned to be full-time, fully-dedicated Movers currently receive an additional fifty (\$0.50) cents per hour, effective August 1, 2024 they shall receive a premium of sixty (\$0.60) cents per hour.

8.3

Part time employees shall be paid as follows for a call of two (2) hours or less... two hours straight time pay. For a call of more than two (2) hours pay for actual hours worked. It is not the intent of the parties to utilize 2 part time employees to fill a permanent, full time janitor station position. A part time employee will NOT be expected to clean a full time station only fifty (50%) percent of a full time station. For jobs less than 4 hours, the work should be proportionate to that of hours being worked. Employers may not have more than one part time employee per site.

8.4

All disbursements for wages shall be made by voucher check, direct deposit or pay card. In every case, such disbursement shall be accompanied by an itemized wage statement which shall show the total number of hours worked, the rate of

pay, and an itemized list of all deductions made therefrom, which may be delivered by hard copy, in person, or by U.S. Mail, or electronically to the employee. It is understood that pay cards are voluntary on the part of the employee.

- 8.5** At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days' notice of its intent to change to paying wages on a semi-monthly basis.
- 8.6** The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a foreperson has less than five years as a foreperson and are removed by the Employer for business need, they lose the premium pay. If a foreperson has more than 5 years as a foreperson and are removed by the Employer for business need, they shall retain their foreperson pay. If a foreperson voluntarily steps down, then he/she will forfeit the foreperson pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action.
- 8.7** The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.
- 8.8** In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.
- If an employee is owed vacation or sick leave pay they must file a grievance. Upon the Union informing the Employer via e-mail or grievance the Employer has two weeks to verify the claim and pay the member. If the member is not paid within the two weeks the Employer will pay a penalty to the member of five percent (5%) on top of amount owed. See Section 5.7(c) regarding enhancement of this penalty due to non-compliance with Section 5.7(c).
- 8.9** **Assistant Forepersons positions and Utility positions.** Utility work is defined as carpet and rug cleaning including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper, Rider Operated Scrubber, Floor Machines, and Power Washers. Effective August 1st, 2016 dedicated utility workers will receive premium pay of fifty (\$.50) cents per hour.

Additionally, janitors performing utility duties described above will receive (\$.50) per hour for hours worked performing those functions (training time included). Effective August 1, 2021, janitors performing utility duties described above will receive an additional ten (\$.10) cents per hour, for a total premium rate of sixty (\$.60) cents per hour. Effective August 1, 2024 Assistant Forepersons and Janitors performing Utility duties will receive a premium of seventy-five (\$.075) cents per hour above progression rates.

8.10 Forepersons with ten (10) or fewer employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Effective August 1, 2021, an additional twenty-five (\$.25) cents per hour premium, for a total premium of \$1.25 per hour. Effective August 1, 2024 refer to Section 8.2 for premium pay for Forepersons.

8.13 Restroom Attendant Pay

Full-time, fully dedicated restroom attendants will be increased from thirty-five (.35) cents to fifty (\$.50) cents per hour premium effective 8/1/2024. Effective 5/1/2017 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour. Effective upon ratification of this Agreement, an additional five (\$.05) cents per hour will be implemented, for a total of thirty-five (\$.35) cents per hour.

8.14 Post Positive COVID-19 Disinfecting work

Employers will ask current staff or new staff to volunteer for this Post Positive COVID-19 cleaning service (disinfecting). This work is NOT mandatory.

Staff will be informed on what is COVID-19 and the CDC recommended precautions.

Staff will be trained on the following topics prior to doing the work. Training is performed by the employer.

- PPE (Personal Protective Equipment) training.
- Blood born pathogen safety training topic.
- Training on the EPA approved disinfectants used.
- Training on those SDS sheets of those products.
- Training on the proper use of equipment needed.
- Training on how to properly disinfect a space safely.

~~Employers will provide a list of staff to the union that have been trained for this specific work.~~

~~Wages—While doing this specific work employees will be paid a \$5.00 per hour premium rate above their existing rates.~~

~~Employees will return to their regular rates per the CBA when not performing this work.~~

SECTION 9 PAYMENT FOR TRAVEL

- 9.1** An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.
- 9.2** An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
- 9.3** All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
- 9.4** The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
- 9.5** Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

SECTION 10 VACATIONS

- 10.1** All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve

(12) years or more shall be granted four (4) weeks vacation with pay annually. Effective August 1, 2023, all employees who have been in the service of the Employer continuously for eleven (11) or more shall be granted four (4) weeks vacation with pay annually. Effective August 1, 2025 all employees who have been in the service of the Employer continuously for ten (10) or more years shall be granted four (4) weeks vacation with pay annually. Absence from service of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.

- 10.2** Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the pro rata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.
- 10.3** If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- 10.4** Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5** Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- 10.6** The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.
- 10.7** When an employee submits a vacation request to his supervisor in writing at least thirty (30) days in advance of said vacation or in accordance with company policy if less, the Employer will have the vacation check available prior to the first day of vacation observance.

SECTION 11 HOLIDAYS**11.1**

The following days shall be observed as holidays:

New Year's Day	Martin Luther King Day
President's Day*	Day After Thanksgiving
Memorial Day	
Juneteenth	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday

11.2

Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.

For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.

11.3

Floating Holiday: The Employer shall have the right to replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.

11.4

The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar year as may be determined by mutual agreement between the Employer and the individual employee. This may not be combined with any recognized holidays referenced in section 11.1.

11.5

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.

11.6

Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If a employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than

vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.

11.7 The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

11.8 For employees working in the office building environment, with respect to (a) the day before Thanksgiving, (b) Christmas Eve, and (c) New Year's Eve, when such days fall on scheduled work days, contractors will agree to adjust schedules to permit employees to start work earlier and work their scheduled shift, provided that the client, in its sole discretion, has approved of such schedule change. Contractors will provide proof to the union of their request to the client for such schedule changes.

SECTION 12 SICK LEAVE

12.1 Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half ($7\frac{1}{2}$) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half ($1/2$) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7) days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year. Effective August 1, 2021, add an additional sick day. Employees who currently have seven (7) sick days will be increased to eight (8) sick days, and employees who currently have eight (8) sick days will be increased to nine (9) sick days. Effective August 1, 2023, employees who currently have nine (9) sick days will be increased to ten (10) sick days.

12.2 Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick

leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.

12.3

Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.

12.4

Earned sick leave benefits shall be paid in the following manner. First work day's absence, pay will be provided.. For the purpose of this Section, full pay shall mean pay for the regular day or night shift scheduled working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time.

12.5

In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.

12.6

Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

“WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE”

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this agreement.

SECTION 13 BEREAVEMENT LEAVE

- 13.1** In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed ~~four (4)~~ five (5) regularly scheduled working days. ~~Upon request, there may be granted an additional ten (10) days off without pay.~~ This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law, current Son-in-Law, current Daughter-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first ~~three (3)~~ five (5) days off up to six months.

SECTION 14 LEAVE OF ABSENCE

- 14.1** Leaves of absence are for the purpose of leaving the industry for a specified amount of time. The intention of this section is not to go to work for a competitor within the industry under the same collective bargaining agreement.
- 14.2** An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position. The employer will comply with the Family Medical Leave Act, Fair Labor Standards Act, and any applicable San Francisco County family leave ordinance.
- 14.3** All leave of absence requests shall be done in writing to the union and employer. The Union will submit the request to the Employer. The Employer agrees to notify the union in writing when an employee is granted a leave of absence. The Union does not approve the leave of absence however it does document them.

Requests for leaves should be submitted in writing at least two weeks prior to the time being requested. If an employee requests a Leave of Absence while on vacation they must notify the union and Employer in writing. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.

- 14.4** No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.
- 14.5** Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 90 days of extenuating circumstances beyond the control of the Employee.
- 14.6** Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every thirty (30) months. From the date of return from such a leave, an employee shall be required to work an additional thirty (30) months before requesting another leave. If an employee requests another extended leave within the thirty months due to a different circumstance he or she shall be granted additional leave according to the situation. The Employer may fill the temporary vacancy resulting from the granting of this leave with a union member of the **Union's choice at the lowest contractual rate** up to a maximum of one (1) year. After one (1) year, the position will be filled according to the seniority rule under Exhibit C.
- 14.7** Employees will be responsible for notifying the Employer and the union in writing within the first ninety (90) days to request an extension.
- FIRST EXTENSION: Employees will be granted one extension for ninety days (90) for extenuating circumstances and shall be returned to their prior position (at their permanent position) upon returning from the leave of absence. If notification occurs after the ninety-first (91) day the Employer at its election may terminate the employee.
- SECOND EXTENSION: Shall be up to nine months. Employees requesting a second extension of their Leave of Absence understand that upon their return from the leave of absence the employee shall be returned to dispatch at the hiring hall with existing seniority. All combined leave of absence extension shall not exceed a total of one (1) year. At which point the employee will be considered terminated.

SECTION 15 GROUP INSURANCE

- 15.1** Group insurance shall be as set forth in Exhibit “B”, which is attached hereto and made a part thereof.

SECTION 16 PENSION PLAN

- 16.1** For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement.

The parties acknowledge that the SEIU National Industry Pension Fund (“Fund”) has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2016, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 72.1% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2017 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 85.5% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2018 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 99.9% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2019 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 115.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective upon ratification of the Agreement, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 132% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2021, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 150% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2022, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 169.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2023, Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 169.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

- 16.2** Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- 16.3** The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- 16.4** The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Service Employees International Union National Industry Pension Fund ("the Fund"), as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.
- 16.5** The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- 16.6** The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.

- 16.7** The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2019.

SECTION 17 SAFETY

- 17.1** The Employer shall comply with all applicable City, County, CAL-OSHA State and Federal laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2** Employees performing janitorial work can be exposed to infectious diseases at work. In the event that the Property Management has identified an infectious disease hazard and has closed the facility, or portion thereof to its normal tenants/occupants, the union and employees must be notified immediately, and employees assigned to any closed portion of the facility will be:
- a) reassigned to other available work within the site; or
 - b) sent home with pay for the balance of their shift.
 - c) if the facility or portion thereof including a suite remains closed beyond the first day and there is no work available within the site, affected employees will be offered work at another building temporarily with a union dispatch per Exhibit C. If the employee rejects the assignment to work another site temporarily; they will have the option to use their sick leave or vacation time. The employee must submit their request in writing to the union and employer indicating their preference within one business day. If the employee does not submit any preference in writing within the time indicated, he/she will report to work to the assignment offered. ,
 - d) Employees will not be required to return to the facility until the facility is cleared for occupancy. The union will be notified immediately of any such occurrence.
- 17.3** The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place. Employers providing proper PPE will contribute to a sanitary workplace. Employers will guarantee employees with appropriate personal protective equipment in keeping with regulatory requirements, such as face shields, gloves, mouth covers, goggles and bunny suits. Provided that there are no limited supplies.
- 17.4** Trainings shall not be conducted during the Employee's break or lunch hour. When trainings are conducted Employees will be compensated.

- 17.5 The employer must provide all trainings in the employee's primary language spoken by 20% or more of employees at the worksite. Employers will provide to the union on a quarterly basis proof of training done in the members respective language.
- 17.6 The employer will follow social distancing guidance as recommended by local, state or federal authorities.
- 17.7 Contractors will incorporate annual natural disaster training for their employees at each worksite as part of their Safety program. Mandatory natural disaster trainings for evening shifts will be done annually.
- 17.8 Employers will pay for travel for COVID-19 testing in accordance with the San Francisco "Healthy Building Ordinance."
- 17.9 Foreperson's will not be required to take temperatures of coworkers at the worksite.
- 17.10 During the Covid-19 pandemic, Employers will provide paid quarantine time in accordance with state, local or federal requirements
- 17.11 In the event that a future public health emergency is declared by public health officials involving an infectious disease, the parties agree to negotiate – after the union has submitted a request to Employers in writing only on this section – proper safety protocols to be implemented, based on guidance from such officials.
- 17.12 First Aid kits will be provided by Employer at each site.
- 17.13 Employers will ask current staff before new staff is asked to volunteer for this Post Exposure/Infection cleaning service (disinfecting). This work is not mandatory.
- Staff will be informed on what the infectious disease is and the CDC recommended precautions that must be taken.
- Staff will be trained on the following topics prior to doing the work. Training is performed by the employer.
- PPE (Personal Protective Equipment) training.
 - Blood born pathogen safety training topic.
 - Training on the EPA approved disinfectants used.
 - Training on those SDS sheets of those products.
 - Training on the proper use of equipment needed.
 - Training on how to properly disinfect a space safely.

Employers & the Union will keep a list of employees that have been trained for this specific work.

SECTION 18 MILITARY SERVICE

- 18.1** In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.
- 18.2** For members requesting leave to be reunited with the families serving in the military, employers will expedite granting the leave to employees.

SECTION 19 DISCIPLINE

- 19.1** The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2** At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.
- 19.3** Employees may not be terminated without a prior investigation. In cases of suspensions pending investigation: (a) employees who are determined not to have violated company policy shall receive back pay and benefits for any lost days; and (b) Employers will conduct the investigation within two (2) weeks, with one five (5) business day extension, after which the employer and union will schedule a Step 1 Grievance meeting to discuss the status of the investigation and determine whether the timeline for the investigation should be extended. If the investigation is not completed within four (4) weeks the Employer will commence paying the employee during the suspension, or will return the employee to the hiring hall to be dispatched to another building. Both the employer and the union shall cooperate with one another in such investigations. Employers will inform the

union by either e-mail and phone call or text message of any employee being placed on suspension pending investigation.

SECTION 20 GRIEVANCE PROCEDURE

20.1 Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.

20.2 If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting forth the facts constituting the alleged grievance. **For cases involving terminations, a Board of Adjustment will be convened within five (5) business days, subject to the availability of the mediator.**

20.3 **STEP 1 Informal meeting** It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For all grievances regarding discipline or monetary issues of an Employee, the Employer will provide to the Union any document the Employer relied upon to discipline the Employee no later than five days before the Board of Adjustment Hearing. The Union upon request can obtain all applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing. Employers will conduct investigations within two (2) weeks, with one five (5) business day extension, after which the employer and union will schedule a Step 1 Grievance meeting to discuss the status of the investigation and determine whether the timeline for the investigation should be extended.

20.4 **STEP 2. Grievance** A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within fifteen (15) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no

response within ten (10) days the grievance will automatically advance to the next step.

20.5

STEP 3 Board of Adjustment with a Federal Mediator If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived. In the event that the parties are unable to resolve the dispute at the first step meeting, the parties will set a date for a Board of Adjustment with a federal mediator, with the Board of Adjustment to be scheduled within 30 days.

Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the informal meeting, mediation or arbitration hearing. If the matter is not resolved at the board of adjustment hearing either party may file a request for Grievance mediation within seven (7) calendar days of the Board of Adjustment hearing.

20.6

Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.

20.7

Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service

- A. **STEP 4 Federal Mediation** The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation. If by mutual agreement, the parties may agree to use Erin Spalding to be the Mediator, with both parties to split the cost equally.

20.8

If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then arbitrator **Norm Brand** shall be contacted within three (3) days, and the parties will set a mutually agreeable date for the arbitration hearing before Mr. Brand. If Mr. Brand is not available to conduct the hearing within thirty days, the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list. The parties agree to add one more arbitrator name to the list.

If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, the parties will utilize the following arbitrators, who will be selected on a rotating basis in the order listed below:

1. Norman Brand
2. Sara Adler
3. Matt Goldberg
4. Najib Khoury
5. Paul Roose

The arbitrator whose turn it is in the rotation shall be contacted within three (3) days, and the parties will set a mutually agreeable date for the arbitration. If the applicable arbitrator is not available to conduct the hearing within thirty days, the parties will move to the next arbitrator on the list, and so forth. The parties may mutually agree in writing to extend the 30 day time line. If no listed arbitrator is available within thirty days, the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list. If a listed arbitrator conducts an arbitration with respect to a particular grievance, for the next arbitration to be scheduled the parties will commence the selection process by moving to the next arbitrator on the list.

20.9

The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.

20.10

Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.

20.11

Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.

20.12 The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not “closed” within the meaning of this provision until the post-hearing briefs are filed.

20.13 The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 and Exhibit C of this Agreement may automatically proceed from Step One to Step Four.

SECTION 21 SAVINGS CLAUSE

21.1 If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an “Unfair Labor Practice”, or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 22 MANAGEMENT RIGHTS

22.1 All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer’s rights. The exercise of any right reserved to management herein in a particular manner or the non- exercise of any such right shall not be deemed a waiver of the Employer’s right or preclude the Employer from exercising the right in a different manner.

SECTION 23 IMMIGRANT WORKERS

23.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

23.2 The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.

23.3 The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within two (2) years of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit

member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.

23.4

In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.

If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.

23.5

Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.

23.6

In the event an employee is displaced due to disqualification from employment due to the application by the employer of a E-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.

23.7

Leave of absence will be for two (2) years. Members will be allowed to return to their jobs after renewing work permits and TPS.

23.8

In the event of a change in federal immigration law or federal immigration enforcement priorities, the parties will convene a labor management committee to discuss such changes.

SECTION 24

ASSIGNMENTS

24.2

The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

SECTION 25 BIDDING PROCEDURES

25.1 Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (7 1/2) hours or more, the Employers agrees to do the following:

- (a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.
- (b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit. The employer at the site being put out to bid (incumbent employer) must provide staffing information to the union within five (5) business days. Upon receiving the staffing information from the incumbent employer, the Union agrees to send such staffing information to the bidding employers within five (5) business days of receiving it.

25.2 Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee forepersons within the 30 days of a building transfer.

25.3 BIDDING PROCEDURES FOR DIRECT TENANT SPACES

Effective August 1st, 2016, all direct tenant contracts will be bid at the highest tier wage rate. Permanent employees already working within the building may be transferred to the affected floors being put out to bid. In these situations the following shall apply:

- a. The first sentence of Article 25.2 will be waived to ensure that all employees are top tier wage rate employees. In addition, section c.5 shall apply to the selection and assignment of only forepersons & day porters.

- b. For office buildings being serviced by a contractor not signatory to this Agreement, all new work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid at the lowest tiered wage rate. For purposes of this clause, the term “signatory” includes any employer which has agreed to be bound by this agreement.
- c. For office buildings being serviced by a contractor signatory to this Agreement, all work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid based on the top wage rate.
- d. The Union shall be entitled to audit contractor compliance with these provisions. Contractors shall be obligated, upon request to provide the union with all payroll records of affected employees.
- e. Employers may not bid existing full time work as part-time work.

SECTION 26 SUBCONTRACTING

26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment. This prohibition extends to the use of gig-worker apps, such as “taskrabbit,” “thumbtack,” “handy,” etc.

26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

26.3 The Employer cannot operate nonunion in any facility bound under this contract. This includes residential, warehouse or commercial buildings including building conversions or mixed use; provided that when bidding nonunion locations, the union agrees to work in good faith to permit the contractors to bid at alternate terms and conditions sufficient to compete with non-union contractors.

SECTION 27 NEW WORK AND CONTRACTS

27.1 The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7 ½) hours or more, specifying the name of the job and the address of the job location. This includes how many workers will be needed at the site. Such notice shall be given at least two (2) weeks prior to

the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

27.2

If the building management awards the cleaning contract to a non-union contractor, all the parties the Employer, building management and the non-union contractor must follow California Labor Code 1060 and San Francisco Labor and Employment Code Article 71 in disclosing who the employees are at the site. The Employer must provide the union, building management and non-union contractor with a list of all the employees at the site including their contact information.

SECTION 28

WORKING CONDITIONS

28.1

When is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.

28.2

The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.

28.3

At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least ten (10) working days notice of any change in starting times and, provided further, that no shift may begin in any day after 6:00 p.m., unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00 p.m., if the Employer is currently beginning a shift after 6:00p.m.

28.4

The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.

28.5

The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.

SECTION 29

OTHER AGREEMENTS

- 29.1** In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the **SEIU Local 87** wage rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth (1/12th) of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.
- 29.2** In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. ~~However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee, the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.~~
- 29.3** The outgoing contractor must POST the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits MUST be resolved before the end of the contract for that building. ~~In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.~~

SECTION 30 NO STRIKE/LOCKOUT

- 30.1** The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.
- 30.2** It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.
- ~~**30.3** Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.~~

SECTION 31 SHOP STEWARDS

- 31.1** The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 31.2** The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- 31.3** Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- 31.4** Upon employees' request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.
- 31.5** When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6** Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.
- 31.7** The parties will establish a working committee, commencing in October, 2024, to address and develop an agreed process to establish a lost time / union business leave policy regarding paid leadership development days for union members.
- For the five employees on the Local 87 2024 bargaining committee, the employer will treat each as qualifying for a health and welfare contribution for June and July, 2024, even if their time on the bargaining committee impacted their qualifying hours. Employer will also provide full customary vacation and sick accrual for committee members for June and July, 2024.

SECTION 32 ENTIRE AGREEMENT

- 32.1** The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does

not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.

32.2 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.

32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 33 TERM OF AGREEMENT

33.1 Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2024 and shall remain to and including July 31, 2028 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 87

DATED: _____

DATED: _____

EXHIBIT A

**MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS**

~~Able Building Maintenance Company~~

~~Signature: _____ Date: _____~~

ABM Industry Groups, LLC

Signature: _____ Date: _____

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

EXHIBIT B

HEALTH AND WELFARE COVERAGE:

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

- B. 1 The Employer agrees to maintain Plan C26 covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent(s) in its entirety through October 31, 2012. The cost of Plan C26 is one thousand two hundred seven dollars and four cents (\$1,207.04) per month per eligible employee.

Effective September 2012 hours for October 2012 deposit for November 2012 coverage, employees participating in Plan C26 will be transferred into Plan C26 (A) at the cost of one thousand one hundred fifty four dollars and thirty one cents (\$1,154.31) per month per eligible employee.

For employees hired after August 1, 2012 they shall be eligible after four (4) months for Plan C26 (B) at the cost of nine hundred thirteen dollars and fifty two cents (\$913.52) per month per eligible employee.

After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26 (A). Effective August 1, 2024 all employees hired after August 1, 2012 shall be eligible for Plan 26 (A) after working twenty-nine hundred and twenty-five (2925) hours.

For new employees hired after August 1st, 2016 working at least 105 hours in two (2) consecutive months shall be eligible for a contribution in the third (3rd) month, with coverage commencing on the first (1st) day of the fourth (4th) month.

The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement. The employer further agrees that MOB will include an increase in life insurance coverage from \$10,000 to \$15,000. Effective on August 2024 hours, spouse and dependents shall be added to Plan C26 (A) and Plan C26 (B) for life insurance coverage of \$10,000.

- B.2 All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.
- B.3 For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked"

includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. “One hundred five hours (105) worked “includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

- B.4 If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.
- B.5 The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer’s office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.
- B.6 The Union and the Employer will discuss alternative Health and Welfare plans. Any proposed changes will only be implemented by mutual agreement from all parties.

EXHIBIT C

THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the “A List”. The third list will include top wage rate temporary employees for a particular Employer and shall be known as the “B List”. (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the “C list”. To be included on any Employer’s “C list”, an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the “A through C list” will be as follows:
- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
 - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
 - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it’s best to dispatch/place a member with the required capabilities.

- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.
- C.5 In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.
- C.8 An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.
- Termination for Just Cause
 - Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
 - Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
 - Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.
- C.9 Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the daily report as soon as possible.) This report shall contain the following information:

- Employee Name
- Name and address of new hires
- Current Assignment, if any
- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list . Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.
- C.15 For any one time or reoccurring "tag" work of four hours or more which is above base contract specification, the employer may assign such "tag" work to an employee from the C List. The contractor will notify the union if the "tag" will exceed more than one

month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.

- C.16 Contractors are willing to interview graduates from San Francisco Community college Partnership Program for potential employment at reasonable times and places to be agreed upon by the parties.

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____ Date: _____

American Building Maintenance Company

Signature: _____ Date: _____

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

LETTER OF UNDERSTANDING #1 BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____

Date: _____

Clean-A-Rama Building Maintenance

Signature: _____

Date: _____

LETTER OF UNDERSTANDING #2

A. New Position Definition: RECYCLING COORDINATOR

The purpose of a **RECYCLING COORDINATOR** shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

B. RECYCLING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots. **Sorters will not sort through medical waste biohazard bags.**

E. RECYCLING COORDINATOR wages and benefits

Effective August 1, 2016 the Employer will pay the second tier rate of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Effective upon ratification, The Employer will pay the top tier rate of pay scale of this contract to full-time Recycling Coordinator employees, with the understanding that such top rate of pay is only applicable while an employee performs Recycling Coordinator duties. **Effective August 1, 2024 in addition to the top rate, Sorters will receive a premium of seventy-five (\$0.75) cents per hour worked.**

Health and Welfare: Effective on August 2016 hours for September 2016 deposit, recycling coordinators shall be transferred to C23a to C26B after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: Effective August 1, 2016, the Employer shall make the appropriate pension contributions on the recycling coordinators behalf.

LETTER OF UNDERSTANDING #3
Hiring Hall/Dispatch

On and after January 1, 2017 the following processes will be applicable regarding dispatch of employees from the Union:

1. Employer may follow its normal screening and hiring processes for all potential new hires, including background checks, interviews, etc. Successful candidates will be offered employment subject to all hiring requirements.
2. Once a candidate has successfully completed the Employer's hiring process, the Employer will refer the candidate to the union hiring hall for dispatch to future jobs in compliance with Exhibit C. Union will not dispatch those employees to a different signatory employer other than the employer who previously processed candidate. Employees working with two different employers will be sent out to work according to Exhibit C.
3. The Employer will notify the Union for dispatch of temporary employees, with the understanding that Union will dispatch only those candidates who have been referred by the employer.
4. The Employer and the Union will review the above process after January 1, 2020 and negotiate whether the process will continue.
5. Day Porters are excluded from this process.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____ Date: _____

American Building Maintenance Company

Signature: _____ Date: _____

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

LETTER OF UNDERSTANDING #4

***PAGA Waiver Pursuant to California Labor Code Section 2699.8
(SB 646 – Hertzberg – 2021)***

The parties agree that this Agreement provides for wages (Section 8), Hours of Work (Section 7) and Working Conditions (Section 5) of employees and provides premium wage for all overtime hours worked (Sections 7 and 8).

The parties further agree that this Agreement requires the Employer to pay all nonprobationary workers working in certain worksites, total hourly compensation, inclusive of wages, health insurance, pension, training, vacation, holiday, and fringe benefit funds, amounting to not less than 30 percent more than the state minimum wage rate.

It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) Such claims shall be resolved exclusively through the procedures set forth in Section 20 – Grievance Procedure, and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Agreement expressly waives the requirements of PAGA as provided in Labor Code Section 2699.8 and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

LETTER OF UNDERSTANDING #5

LAYOFFS AND WORKFORCE REDUCTION

1. Layoffs Due to Vacancy

- a. Layoffs due to vacancy occur when building tenants vacate or reduce their office space in the building.
- b. When vacancy is verified by the building and sufficient notice from the client has been given in writing, the Employer will give affected employee(s) ten (10) days' notice of layoff. All affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C. If the Employer fails to notify affected employee(s) after receiving adequate notice from Client, Employer will pay one day's pay to the employee(s) for every day in which notice was not provided, up to a maximum of 5 (five) days, with this payment reduced accordingly if the employee is assigned to work during notice period.
- c. The union may request a walkthrough of the affected space prior to the layoff.
- d. The union and employer may meet and discuss any workload issues either before or after the layoff.

2. Layoffs for Reasons Other than Vacancy

- a. Layoffs for Reasons Other than Vacancy can include any of the following:
 - i. A change in work specifications or work assignment which results in a reduction of work
 - ii. elimination of all or part of specified work
 - iii. reconstruction of all or part of building
 - iv. Introduction of technological advances
 - v. change in nature or type of occupancy
 - vi. client/tenant cancellation of services
- b. In a case of layoff for reasons other than vacancy, the Employer shall provide the Union and affected employee(s) at least ten (10) days' notice. If the Employer fails to provide ten (10) days' notice to the affected employee(s), Employer will pay one day's pay to the employee(s) for every day in which notice was not provided, up to a maximum of 10 (ten) days, with this payment reduced accordingly if the employee is assigned to work during notice period.
- c. For permanent employees who are subject to layoff prior to working a sufficient number of hours to qualify for health and welfare coverage for that particular month, the Employer will make a full health and welfare contribution (due the following month) for the affected employee(s)' health coverage. It is understood that this does not apply to layoffs due to vacancy.

- d. After receiving notice of a layoff for reasons other than vacancy, the union may request a walkthrough of the affected space prior to the layoff.
- e. In the event of any disputes over layoffs for reasons other than vacancy, both parties agree to meet with mediator Erin Spaulding to try and resolve the issue, with both Employer and Union splitting the costs equally. Employer and the Union agree to follow the steps of the Grievance Procedure.

LETTER OF UNDERSTANDING #6**SENIORITY TERMINOLOGY WITHIN THE CONTRACT AND EXHIBIT C**

1. **Union Seniority.** Union Seniority refers to an employee's combined overall time working as a covered employee under the collective bargaining agreement, regardless of breaks in service, changes of employer, etc. Union Seniority is used by the SEIU National Industry Pension Fund to track service time for purposes of employee pension entitlements. Other than pension entitlements, Union Seniority does not confer any rights to employees for purposes of layoff or recall unless Union Seniority and Industry Seniority match.
2. **Industry Seniority.** Industry Seniority is defined in Section 6.1 of the collective bargaining agreement and refers to length of time that an employee has worked continuously without "discharge for cause, resignation, retirement accompanied by the employee's receipt of pension payments" and other reasons described in Section 6.1 of the Agreement. Industry Seniority is the date used for purposes of layoffs, recall from layoff, vacation scheduling preferences and other rights and entitlements under the collective bargaining agreement.
3. **Building Seniority.** Building Seniority is an employee's continuous time working at a particular building or facility. Building Seniority is not recognized under the collective bargaining agreement for any purpose, and does not confer any preference rights for employees.

EXAMPLES:

- Example #1:** Ali started work as a janitor for union signatory contractor, "ABC Company," in January, 2000, but voluntarily resigned in 2010. In January, 2020, Ali was hired by a different union signatory contractor, "DEF Company," and re-started work as a Local 87 janitor in San Francisco. In this example, Ali's Union Seniority would be his original hire date in January, 2000, but his Industry Seniority would be re-set as of January, 2020, the date of his hire by "DEF Company."
- Example #2:** Continuing with Ali's example above, Ali has been working since January, 2020 at 123 Main Street for his new employer, DEF Company; but now his previous employer, ABC Company, has been awarded the cleaning contract effective January, 2025. Ali's Industry Seniority with ABC Company will be January, 2020. In the event of any layoffs in Ali's building, only Industry Seniority would be used to determine which employees are laid off.
- Example #3:** Mark was hired in January 2000, working as a janitor for union signatory ABC Company. In 2010, Mark's employer transferred him to another union building in San Francisco. Mark's Industry Seniority and Union seniority are both January 2000.

Example #4: Bonnie was hired by AMF in 2020 but became a union member in 2022. Bonnie's Industry Seniority with AMF is 2020. Although Bonnie waited until 2022 to become a union member, for purposes of seniority in determining employee layoffs, Bonnie's Industry Seniority should be used.

An employee's Industry Seniority and Union Seniority in some cases might match. Industry Seniority cannot be longer than Union Seniority.

LETTER OF UNDERSTANDING #7

Training Fund

The Employer agrees to contribute \$0.03 per hour for straight time hours worked and paid for effective January 1, 2027 into the SEIU Education and Support Fund.

LETTER OF UNDERSTANDING #8

**Regarding Potential Allocation of Wage Increase Amounts
Toward Pension Contributions**

During 2024 and 2025, the parties will work with representatives of the SEIU National Industry Pension Fund (NIPF) to explore the legality and feasibility of the Union electing to allocate a portion of negotiated wage increases in years three and four of the Agreement toward an increased pension contribution to NIPF. If the parties agree that such an allocation is lawful and feasible, the union and its membership may elect to allocate up to ten percent (unless otherwise agreed) of the scheduled 2026 and 2027 wage increases toward the NIPF hourly contribution amounts payable by the Employer effective August 1, 2026 and August 1, 2027 as recited in Section 16.1 of the Agreement. Any such allocation would be documented by an appropriate amendment to Section 16.1.

LETTER OF UNDERSTANDING

SEXUAL HARRASSMENT

NON-DISCRIMINATION

General Agreement on Non-Discrimination. The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender, age, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military and veteran status, sexual orientation, gender identity, gender expression, or pro union activity. The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

APPENDIX

- A. **Special Provisions Regarding of Sexual Harassment or Misconduct.** The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:
1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
 2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
 3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

- (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

- 4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

- 5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to

have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:
 - (a) definitions of workplace sexual harassment and assault;
 - (b) potential consequences for perpetrators of workplace sexual harassment and assault;
 - (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
 - (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
 - (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.
11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

Letter of Understanding Pathway to Return To Work

(To be converted to an LOU which would be appended to CBA)

This Letter of Understanding is for the purpose of providing a pathway to return to work for employees described below. The parties agree that upon completion of the process described in this document, Section 6 and Exhibit C will govern.

A. Protection of Seniority and Extension of Recall Rights

1. This Letter of Understanding is intended to provide specific seniority protection and layoff/recall rights for employees who meet the following conditions:
 - a. The employee is out of work due to a layoff occurring between February 1, 2020 and December 31, 2024.
 - b. The employee has not lost recall rights for the reasons outlined in Section 6.1 of the Agreement (e.g. discharge for cause, resignation, retirement, failure to return from an authorized leave or vacation absent good cause, failure to work sufficient shifts, etc.).
2. For the above-described Employees, Employer agrees to protect employee seniority, and extend recall rights to December 31, 2024.

B. Bumping Rights and Use of Union Hiring Hall and Dispatch System

1. The Employer acknowledges that the Union operates a Hiring Hall and Dispatch System which utilizes "Union Impact" cloud-based dispatch software. Effective 60 days following the signing of the collective bargaining agreement, Employers will collaborate with the Union and work together in the dispatch process by following the next steps:
 - a. Employers will enter all open jobs that need to be filled both short, long term including permanent positions;
 - b. Union will provide dispatch to employees;

4/29/2021: T/A – this language "Going forward, all permanent positions will require a letter from the Employer and a permanent Union Dispatch." Move this to Seniority - Section 6)
2. For Employees as defined in Section A above who were hired prior to June 1, 2013, the Employer agrees to allow bumping of employees with less than eight (8) years of seniority, and

further agrees to the Union's Hiring Hall and Dispatch System to administer the bumping process described in this letter of understanding.

3. Employer agrees that within 30 days of signing of the new Collective Bargaining Agreement, the Employer shall provide the union with the following lists:
 - a. An updated list of Temporary A-B-C lists established within Exhibit C of the Collective Bargaining Agreement.
 - b. A list of all active working employees by work site, including the employee's seniority date.
 - c. A list of all employees laid off since February 1, 2020 by work site, including the employee's seniority date.
 - d. A list of employees currently working who have less than eight (8) years of seniority with the Employer.
 - e. A list of Employees who were hired prior to June 1, 2013, including the employee's seniority date.
 - f. A list of ALL employees on leave of absence, maternity/paternity, FMLA, FLSA, disability or workers compensation. Employer will update this list every three months while this process is ongoing.
 - g. payroll records for the last quarter of 2020 and the first quarter of 2021;
4. Within fifteen (15) business days of receipt of Employer's information as provided in item 1., above, Union will provide Employer with:
 - a. A list of the laid-off employees hired prior to June 1, 2013 indicating their preferred method of how they wish to be contacted (electronically, by text message, e-mail, or regular U.S. Mail for permanent positions). The list will include the appropriate mobile number or e-mail address for such employees;
 - b. copies of the "SEIU 87 WORK STATUS RETURN FORM" completed by members in response to Union's survey, the form of which is attached to this document. Employees will also indicate their language preference to receive communications.
5. Effective sixty (60) days after signing of a new Collective Bargaining Agreement, Employees hired prior to June 1, 2013 shall have bumping rights by Seniority into jobs held by employees with less than eight (8) years of seniority. The bumping process will proceed as follows:

- a. The Union and the Employer will identify jobs held by employees with less than eight (8) years seniority, and offer those jobs to Employees hired prior to June 1, 2013 in order of seniority. Both parties agree to work off of the same list, and will update the list as Employees hired prior to June 1, 2013 are placed into jobs held by employees with less than eight (8) years of seniority. As per Exhibit C of the Agreement, day porters with eight (8) years or more years of seniority, and forepersons will be exempt from bumping unless the applicable Employee hired prior to June 1, 2013 has the necessary skillset to be a foreperson. An Employer that declines to recall a laid-off employee on the grounds of lack of qualification and instead hires someone other than a laid-off employee shall provide union with a written notice within five (5) days including the length of service with the employer of those hired in lieu of that recall, along with all reasons for the decision. In cases where a client objects to the bumping of a building day porter these disputes will be subject to the grievance procedure of the collective bargaining agreement. The Employers will identify and provide a list of which jobs require client security background checks within 5 days of signing of the new Collective Bargaining Agreement. In all cases, an Employee must be qualified to perform the skillset of the job into which he or she is bumping.
- b. Job offers made to Employees hired prior to June 1, 2013 will be made by Seniority using the Union Impact software. See language in Section B.1. In all cases where jobs are being offered it must be done thru Union Hiring hall dispatch.
 - i. Employer will enter all open positions into the Union Impact software. Union will not dispatch employees without first consulting with Employer and confirming the assignment;
 - ii. Monthly roll call at Union Hiring Hall. Employees are responsible for notifying the Employer and the Union of any change to their contact information.
 - iii. telephone call to the Employee's last known phone number on record with the Employer and the Union; and
 - iv. text or e-mail to Employee, to the extent that Union has provided such information to the Employer as provided in item 2, above.
 - v. in writing to the Employee's last known address on record with the Employer, with a copy provided by e-mail to the Union.
- c. All Employees who receive job offers from the Employer pursuant to this letter of understanding will be sent to the union. The employees must respond in writing to the Employer and the Union accepting or rejecting the job offer. For offers of permanent positions via text, email and U.S. mail (only for permanent positions) employees will respond within five (5) days in writing. The Employee must accept or reject said offer of a permanent position in writing within five days (5) otherwise the Employee will be

placed into the position offered and if they do not show up it will be considered job abandonment. For job offers of short term & long term temporary positions employees that have registered their status as AVAILABLE TO WORK with the union hiring hall understand that they will respond immediately after receiving a telephone call, text message, email since they have registered to work for that day.


- d. Employees who are displaced from their jobs as a result of the above process will be entitled to the extended seniority and recall rights as provided in Section 1 above.
- e. Notwithstanding any other provisions of the Collective Bargaining Agreement, layoffs of employees which occur pursuant to this agreement do not require any notice to union or employees. This Letter of Understanding shall serve as the notice.

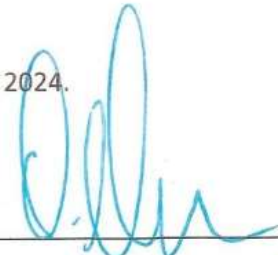
C. Other Provisions



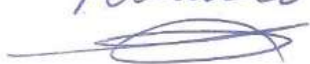
1. For any client contract which terminates one contractor and hires a successor contractor during the above time period, the successor contractor shall be required to treat Employees of the departing contractor associated with such client contract as though such employees were employees of the successor contractor and shall offer such employees jobs as they become available, with no loss of pay, benefits or seniority. In case of job bidding which occurs, Union and/or the incumbent contractor shall supply a list of Employees to other bidding contractors, along with other information required by Section 25 of the Collective Bargaining Agreement.
2. During the first six months that Employers participate in the hiring hall and dispatch process described in this Letter of Understanding, the parties will meet periodically to discuss the effectiveness of the process and identify improvements, if needed. During the following six months, the hiring hall and dispatch process will be expected to achieve a 90% fulfillment rate in recruiting and assigning qualified staff, measured on a per month basis. If after the first year, any signatory employer believes that the 90% fulfillment rate is not being achieved, it may notify the union of its intent to withdraw from participation in the hiring hall and dispatch process. The union may then request mediation of the issues before an FMCS mediator or a mutually agreeable private mediator, to take place within three months of the employer's notification, with the employer having the right to withdraw absent a mutually agreed solution.
3. The Union agrees to waive all of the requirements of State of California SB 93 pertaining to the rehiring of displaced workers. This is intended to be an explicit waiver in clear and unambiguous terms, as provided by SB 93.
4. Effective upon ratification and continuing through December 31, 2023, Employers will waive the rights granted to them in Section 14.5 of the Agreement to fill temporary vacancies, and will fill such positions with the most senior laid-off employee on the A, B or C List, as applicable.
5. Contractors will otherwise comply with Exhibit C in the filling of available positions.

6. This document will remain in effect until December 31, 2024.

So Agreed: 
Employer

Witness 
Aaron Peskin


SEIU Local 87 4-29-21

 4-29-21
 4-29-21


SEIU 87 WORK STATUS RETURN FORM

I _____ understand that I have 24 months from the date I was laid off to return to my job. I also declare how I would like to establish my return those options are the following (SELECT ONE ONLY):

- ☐ Yes, I will be returning AS SOON AS a permanent position is available
- ☐ Yes, I will be returning AS SOON AS POSSIBLE AFTER ____/____/2021 to a permanent position that becomes available (INSERT DATE)
- ☐ Yes, I will be returning ONLY until my building opens up.
- ☐ No, I will not be returning. I am collecting my SEIU pension payments.
- ☐ No, I will not be returning to both jobs. I cannot work two jobs under the same contract. I will ONLY return to _____ at _____.

Due to the impact of COVID on the work and the need to return to work, the member cannot refuse a job offer unless it is due to a major cause. A major cause will be defined as a documented health condition (physical or mental), documented childcare needs or documented illness of a spouse or domestic partner. I understand that when I refuse an offer due to one of these reasons, my position within the seniority list will be moved to the last position without losing my seniority rights within the time frame already established. This will allow the continuation of the pathway to return.
[to be translated in all appropriate languages]

Employee Signature	Date	Employee Phone Number	Employee E-Mail
Employee Printed Name	Employee's Company	Employee Company ID Number	
Employee Preferred Language	English	Spanish	Chinese
		(Circle one ONLY)	
Employee Preferred Method of Contact	E-MAIL	TEXT	PHONE CALL
		LETTER/MAIL	
Employee COVID-19 Vaccine Status	Fully Vaccinated	Partial (first dose)	Not Vaccinated
	(Disclosure of Vaccine Status is Voluntary)		

EXHIBIT F



September 25, 2024

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

email@labor.ca.gov

Re: Notice of PAGA Waiver Pursuant to Labor Code Section 2699.8

Dear Sir or Madam:

Please consider this correspondence formal notice by **Metro Services Group** of waivers of PAGA claims pursuant to Cal. Labor Code 2699.8 for its janitorial employees who are covered by a collective bargaining agreement between Service Employees International Union, Local 87, referred to as the San Francisco Maintenance Contractors Association Agreement and covering worksites in the City of San Francisco. The collective bargaining agreement meets all requirements set forth in Labor Code section 2699.8.

Pursuant to Labor code Section 2999.8, subdivision (c) (1)-(4), **Metro Services Group** provides the following information:

1. The name of janitorial contractor: **Metro Services Group**
2. The name of the labor organization: SEIU Local 87;
3. The number of employees covered by the agreement: ~650
4. The duration of the agreement: August 1, 2024 through July 31, 2028 (with Labor code 2699.8 waiver effective as of August 1, 2024.

Should you have any questions or concerns, please do not hesitate to contact me at:

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark Nolan', is written above the printed name.

Mark Nolan

Executive Vice President

Metro Services Group

mark@metroservices.com